

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

April 15, 2008

*Subject to approval at  
May 20, 2008  
County Board Meeting*



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**April 15, 2008**

The McLean County Board met on Tuesday, April 15, 2008 at 9:05 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Matt Sorensen presiding.

**The following Members answered to roll call:**

Members Paul Segobiano, Cathy Ahart, Diane Bostic, John Butler, William Caisley, Don Cavallini, Walter Clark, Rick Dean, George Gordon, Ann Harding Stan Hoselton, Duane Moss, Benjamin Owens, Bette Rackauskas, Tari Renner, and Matt Sorensen.

**The following Members were absent:**

David Selzer, Michael Sweeney, Terry Baggett, and Robert Nuckolls.

**Appearance by Members of the Public and County Employees:**

A Presentation on Re-accreditation of McLean County Museum of History was given by Mr. Mike Matejka, President, Board of Directors of the McLean County Museum of History and Mr. Greg Koos, Director, McLean County Museum of History.

**Consent Agenda:**

Chairman Sorensen asked if there were any items to be removed from the Consent Agenda. No requests were made at that time.

The Consent Agenda read as follows:

Consent Agenda:

- A. Approval of the Proceedings of the County Board, March 18, 2008
- B. County Highway Department – Jack Mitchell, County Engineer
  - 1) Request Approval of Resolution and Letting Results from the March 20, 2008 County MFT Maintenance and Construction Sections
  - 2) Request Approval of Bridge Construction Petitions
    - (a) Anchor Twp. – Sec. 08-02123-00-BR – Kerber Bridge
  - 3) Request Approval of 80,000 pound Weight Limit Resolution – Colfax/Weston Road (CH 13) (IL State Route 165 to US Route 24)
- C. Building and Zoning – Phil Dick, Director
  - 1) Zoning Cases:  
None
  - 2) Subdivision Cases:  
None
- D. Transfer Ordinances  
Other Resolutions, Contracts, Leases, Agreements, Motions
  - 1) Executive Committee
    - a) Request Approval of a Resolution Declaring the Month of April, 2008, as National Donate Life Month
  - 2) Property Committee
    - a) Request Approval of the Bid by Union Roofing to Replace the Roof at the McLean County Nursing Home – Nursing Home
    - b) Request Approval of a Partnership Agreement between Coca-Cola Enterprises, Inc. d/b/a Central States Coca-Cola Bottling Company and McLean County Parks and Recreation – Parks and Recreation Department
  - 3) Justice Committee
    - a) Request Approval of a Maintenance Agreement with Identix – Sheriff's Department
  - 3) Land Use and Development Committee
    - a) Request Approval of a Resolution Approving the Recommendations of the Solid Waste Technical and Policy Committee



F. Chairman's Appointments with the Advice and Consent of the County Board:

1) REAPPOINTMENTS:

**BELLFLOWER FIRE PROTECTION DISTRICT**

Mr. Mark Paullin  
36330 East 300 North Rd.  
Bellflower, IL 61724

**BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT**

Mr. Alan Roseman  
14220 Royal Oaks Dr.  
Bloomington, IL 61704

**CHENOA FIRE PROTECTION DISTRICT**

Mr. Richard Piercy  
503 Spruce Street  
Chenoa, IL 61726

**DANVERS FIRE PROTECTION DISTRICT**

Mr. Greg Yoder  
8292 East 1650 North  
Danvers, IL 61732

**DOWNS FIRE PROTECTION DISTRICT**

Mr. Charles West  
108 E. Garfield  
P.O. Box 166  
Downs, IL 61736

**ELLSWORTH FIRE PROTECTION DISTRICT**

Mr. John Sutter  
210 S. High Street  
Ellsworth, IL 61737

**GRIDLEY TOWNSHIP FIRE PROTECTION DISTRICT**

Mr. Charles W. Stanhouse  
Box 278  
307 E. 6<sup>th</sup> Street  
Gridley, IL 61744

**HUDSON FIRE PROTECTION DISTRICT**

Mr. Charles Engel  
15748 E. 2500 North Rd.  
Hudson, IL 61748

**LEXINGTON FIRE PROTECTION DISTRICT**

Mr. Mark R. Leake  
705 W. Wall  
Lexington, IL 61753

**MT. HOPE-FUNKS GROVE FIRE PROTECTION DISTRICT**

Mr. J. Michael Strubhar  
4340 East 600 North Road  
McLean, IL 61754

**OCTAVIA FIRE PROTECTION DISTRICT**

Mr. Lee Klintworth  
309 2<sup>nd</sup>  
P.O. Box 94  
Anchor, IL 61720

**RANDOLPH TOWNSHIP FIRE PROTECTION DISTRICT**

Mr. Joe Necessary  
16186 E. 450 North Road  
Heyworth, IL 61745

**TOWANDA FIRE PROTECTION DISTRICT**

Mr. Phil Richard  
20341 E. 1900 N. Rd.  
Towanda, IL 61776

- 2) APPOINTMENTS:  
None

- 4) RESIGNATIONS

**BLOOMINGTON-NORMAL AIRPORT AUTHORITY**

Mr. Steven J. Wannemacher  
23 Monarch Dr.  
Bloomington, IL 61704

**BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT**

Mr. Darrel Oehler  
8591 Berwicke Circle  
Bloomington, IL 61704

**SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT**

Mr. Bruce E. Butler  
33398 E. 1000 North Road  
Saybrook, IL 61770

- G. Approval of Resolutions of Congratulations and Commendation
- 1) Request Approval of a Resolution of Congratulations for the Lexington Junior High School 8<sup>th</sup> Grade Girls' Volleyball Team during the 2008 Volleyball Season

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on April 1, 2008, for a letting held on March 20, 2008, for one (1) McLean County MFT Maintenance Section and one (1) McLean County MFT Construction Section, and,

WHEREAS, the Transportation Committee duly approved the bids on April 1, 2008,

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

**2008 MFT MAINTENANCE SECTION:**

**McLean County..... Sec 08-00000-00-GM..... GR 11 (Signs)**

The successful bidder on the above section was:

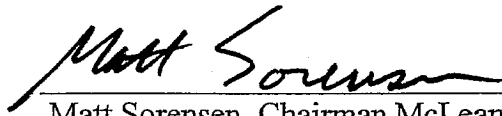
Highway Technologies ..... \$25,742.60  
800 N Addison Rd, Villa Park, IL 60108

**2008 MFT CONSTRUCTION SECTION:**

**McLean County..... Sec 07-00148-00-FP – Danvers / Carlock Rd (CH 53)**

The successful bidder on the above section was:

Rowe Construction Co, a Div of RA Cullinan & Son, Inc ... \$944,575.75  
1523 N Cottage Ave, PO Box 609, Bloomington, IL 61702-0609



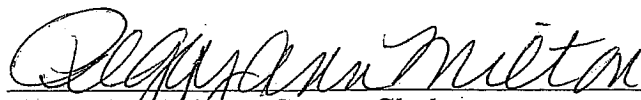
Matt Sorensen, Chairman McLean County Board

STATE OF ILLINOIS     ]  
                                      ]   SS  
COUNTY OF MCLEAN    ]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on April 15, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 15<sup>th</sup> day of April A.D., 2008.

[SEAL]

  
Peggy Ann Milton, County Clerk

# McLEAN COUNTY HIGHWAY DEPARTMENT

MARCH 20, 2008 (9:00 a.m.)

McLEAN COUNTY  
Sec. 07-00148-04-FP

ITEMS  
Level Binder Machine Method N-50  
HMA Surface Removal-Butt Joint  
Temporary Ramp  
HMA Surface Course, Mix "C", N50  
Bluminous Materials (Prime Coat)  
Aggregate (Prime Coat)  
Incidental HMA Surfacing  
Area Ref Crack Con Treatment, Sys A  
Aggregate Shoulders, Type B  
Raised Reflective Pavement Markers

UNIT	QUANTITY	UNIT PRICE	ENGINEERS		H.J. EPPEL	
			ESTIMATE	BID BOND	UNIT PRICE	TOTAL
Ton	3,100	\$74.00	\$229,400.00	\$65.00	\$72.50	\$224,750.00
Sq Yd	286	\$28.00	\$6,916.00	\$30.00	\$10.00	\$2,860.00
Sq Yd	26	\$35.00	\$910.00	\$35.00	\$11.00	\$286.00
Ton	6,700	\$65.00	\$435,500.00	\$64.00	\$72.40	\$485,080.00
Gal	8,000	\$2.90	\$23,200.00	\$3.00	\$0.01	\$80.00
Ton	400	\$25.00	\$10,000.00	\$0.01	\$0.01	\$4.00
Ton	200	\$110.00	\$22,000.00	\$150.00	\$114.00	\$22,800.00
Sq Yd	68,433	\$1.25	\$85,541.25	\$1.75	\$1.15	\$78,697.95
Ton	4,700	\$26.00	\$122,200.00	\$25.00	\$29.50	\$139,650.00
Each	321	\$46.00	\$14,768.00	\$44.00	\$26.40	\$8,474.40
			\$850,433.25	\$944,575.75	\$961,492.35	
				-0.62%		1.16%

MARCH 20, 2008 (9:00 a.m.)

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**MCLEAN COUNTY HIGHWAY DEPARTMENT**  
MARCH 20, 2008 (9:00 a.m.)

McLEAN COUNTY Sec. 08-00000-00-GM-GR11 (Signs) ITEMS	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS	OSBURN ASSOCIATES		VULCAN SIGNS		ROCAL		ALLIED MUNI. SUPPLY		HIGHWAY TECH.		
					ESTIMATE TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	BID CHECK UNIT PRICE	TOTAL	
R1-1 36" Octagon Stop Sign (H-Intensity)	F.O.B	Each	50	\$36.92	\$1,846.00	\$0.00	\$34.70	\$1,735.00	\$43.85	\$2,192.50	\$0.00	\$32.90	\$1,645.00			
R12-1 24"x30" Weight Limit Blank Tons (H-Intensity)	F.O.B	Each	30	\$22.51	\$675.30	\$0.00	\$20.95	\$628.50	\$24.75	\$742.50	\$0.00	\$19.60	\$588.00			
R12-5 24"x30" Weight Limit April 15 To Jan 15 13T 18T 23T (H-Intensity)	F.O.B	Each	30	\$22.51	\$675.30	\$0.00	\$21.98	\$658.80	\$24.75	\$742.50	\$0.00	\$19.60	\$588.00			
R12-1104 18"x24" Weight Limit 8 Tons January 15 To April 15 (H-Intensity)	F.O.B	Each	20	\$14.04	\$280.80	\$0.00	\$13.65	\$273.00	\$14.85	\$297.00	\$0.00	\$12.76	\$255.20			
R12-1104 18"x24" Weight Limit 13T 18T 23T April 15 To January 15 (H-Intensity)	F.O.B	Each	20	\$14.04	\$280.80	\$0.00	\$13.65	\$273.00	\$14.85	\$297.00	\$0.00	\$12.76	\$255.20			
OM-3R 12"x36" Right (H-Intensity)	F.O.B	Each	50	\$13.08	\$654.00	\$0.00	\$12.57	\$628.50	\$14.85	\$742.50	\$0.00	\$12.13	\$608.50			
OM-3L 12"x36" Left (H-Intensity)	F.O.B	Each	50	\$13.08	\$654.00	\$0.00	\$12.57	\$628.50	\$14.85	\$742.50	\$0.00	\$12.13	\$608.50			
W1-2 36" RT (H-Intensity)	F.O.B	Each	30	\$38.06	\$1,141.80	\$0.00	\$37.71	\$1,131.30	\$44.55	\$1,336.50	\$0.00	\$34.45	\$1,033.50			
W1-3 30" RT (H-Intensity)	F.O.B	Each	20	\$26.68	\$533.60	\$0.00	\$26.19	\$523.80	\$30.94	\$618.80	\$0.00	\$24.36	\$487.20			
W1-6 48"x24" Single Arrow (H-Intensity)	F.O.B	Each	20	\$47.80	\$956.00	\$0.00	\$44.21	\$884.20	\$39.60	\$792.00	\$0.00	\$43.65	\$873.00			
W1-7 48"x24" Double Arrow (H-Intensity)	F.O.B	Each	20	\$47.80	\$956.00	\$0.00	\$44.21	\$884.20	\$39.60	\$792.00	\$0.00	\$43.65	\$873.00			
W5-2 30" Narrow Bridge (H-Intensity)	F.O.B	Each	10	\$26.68	\$266.80	\$0.00	\$26.19	\$261.90	\$30.94	\$309.40	\$0.00	\$25.42	\$254.20			
W14-3 64"x64"x48" Pennant No Passing Zone (H-Intensity)	F.O.B	Each	50	\$59.35	\$2,967.50	\$0.00	\$74.20	\$3,710.00	\$68.14	\$3,407.00	\$0.00	\$89.70	\$4,485.00			
W20-1 36" Road Work Ahead (H-Intensity)	F.O.B	Each	40	\$38.50	\$1,540.00	\$0.00	\$37.71	\$1,508.40	\$44.55	\$1,782.00	\$0.00	\$34.45	\$1,378.00			
W20-3 36" Road Closed Ahead (H-Intensity)	F.O.B	Each	40	\$38.50	\$1,540.00	\$0.00	\$37.71	\$1,508.40	\$44.55	\$1,782.00	\$0.00	\$34.45	\$1,378.00			
W20-3 30" Road Closed (H-Intensity)	F.O.B	Each	4	\$27.00	\$108.00	\$0.00	\$26.19	\$104.76	\$30.94	\$123.76	\$0.00	\$28.60	\$114.40			
W20-3 36" Road Closed 500Ft (H-Intensity)	F.O.B	Each	20	\$38.50	\$770.00	\$0.00	\$37.71	\$754.20	\$44.55	\$891.00	\$0.00	\$34.97	\$699.40			
W20-4 36" One Lane Road Ahead (H-Intensity)	F.O.B	Each	20	\$38.50	\$770.00	\$0.00	\$37.71	\$754.20	\$44.55	\$891.00	\$0.00	\$34.97	\$699.40			
W20-7 36" Flagman Ahead (H-Intensity)	F.O.B	Each	20	\$38.50	\$770.00	\$0.00	\$37.71	\$754.20	\$44.55	\$891.00	\$0.00	\$34.97	\$699.40			
24"x8" Green Blanks (H-Intensity)	F.O.B	Each	750	\$11.77	\$8,827.50	\$0.00	\$6.87	\$5,152.50	\$7.43	\$5,572.50	\$0.00	\$6.40	\$4,800.00			
36" Orange Blanks Black Border (H-Intensity)	F.O.B	Each	30	\$38.06	\$1,141.80	\$0.00	\$37.71	\$1,131.30	\$44.55	\$1,336.50	\$0.00	\$34.45	\$1,033.50			
24"x30" White Blanks Black Border (H-Intensity)	F.O.B	Each	20	\$21.74	\$434.80	\$0.00	\$20.95	\$419.00	\$24.75	\$495.00	\$0.00	\$19.64	\$392.80			
30" Yellow Blanks Black Border	F.O.B	Each	20	\$26.68	\$533.60	\$0.00	\$26.19	\$523.80	\$30.94	\$618.80	\$0.00	\$24.36	\$487.20			
36" Orange Blanks Black Border (H-Intensity)	F.O.B	Each	50	\$18.32	\$916.00	\$0.00	\$15.30	\$765.00	\$16.56	\$828.00	\$0.00	\$15.52	\$776.00			
36"x50 yards (H-Intensity) (P/S)	F.O.B	Each	1	\$535.00	\$535.00	\$0.00	\$711.30	\$711.30	\$778.50	\$778.50	\$0.00	\$734.20	\$734.20			
					\$25,774.60	\$0.00		\$28,307.76		\$29,002.26	\$0.00		\$25,742.60			
																-100.00%
																-13.54%

BRIDGE PETITION

Sec 08-02123-00-BR

TO: McLean County Board  
Care of County Clerk  
Government Center  
Bloomington, Illinois

Kerber Drainage Structure, Located at 4100 East Road on 1900 North Road

Gentlemen:

Anchor Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located in the South line of the SW  $\frac{1}{4}$  of Section 1, T 24 N, R 6 of the 3<sup>rd</sup> P.M., Anchor Road District.

That of the funds appropriated at the November 2004 meeting of the McLean County Board \$80,000 be used as the County's share of the cost of this structure.

Anchor Road District certifies that they have levied the maximum on their Road and Bridge Fund the last two years.

Anchor Road District further states that the County Engineer has made a survey of the water shed and has determines that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$800,000 and the present structure is inadequate.

Anchor Road District further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted.

Robert London  
Highway Commissioner

Anchor Road District

Approved [Signature]  
County Engineer, McLean County, IL

Date: 3/11/2008

ATTEST

Peggy Ann Milton  
Peggy Ann Milton, County Clerk

[Signature]  
Mr. Matt Sorensen, Board Chairman

Date: 4.15.2008

## McLEAN COUNTY WEIGHT LIMIT RESOLUTION

WHEREAS, it is hereby deemed to be of benefit for McLean County to increase the weight limit of the Colfax-Weston Road, McLean County Highway 13, from Illinois Route 165 to US Route 24 to 80,000 pounds, and also,

WHEREAS, the McLean County Board has entered into an agreement with the Illinois Department of Transportation to receive Truck Access Route Program (TARP) Funds in the amount of \$458,400.00 for Section 05-00130-14-RS, for the North 38,880 feet (7.364 Miles) of County Highway 13, from US Route 24 to County Highway 8, and also,

The McLean County Board hereby establishes the Colfax-Weston Road, McLean County Highway 13, from Illinois Route 165 to US Route 24, a distance of 62,880 feet (11.909 Miles), as a Class III Truck Route with an 80,000 pounds maximum weight limit. Said designation to be effective upon the completion of the resurfacing of said highway, Section 05-00130-14-RS, and the erection of the signs designating this portion of road as a Class III Truck Route, as herein authorized.

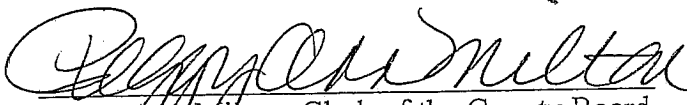
Dated this 15<sup>th</sup> day of April, 2008.

APPROVED:



Matt Sorensen, Chairman  
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County Board  
of McLean County, Illinois



APPROPRIATION TRANSFER ORDINANCE  
AMENDING THE MCLEAN COUNTY FISCAL YEAR 2008  
COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, SUCH TRANSFERS DO NOT AFFECT THE TOTAL AMOUNT APPROPRIATED IN ANY FUND, AND

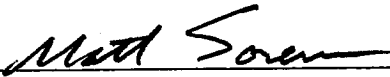
WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

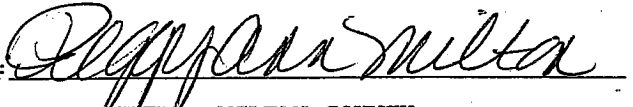
DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
-----					
Executive Committee					
	FUND 0001 DEPARTMENT 0043 INFORMATION SERVICES				
	PGM 0047 DATA PROCESSING				
0503 0001 FULL-TIME EMPLOYEES SAL.		13,000.00		0516 0001 OCCASIONAL/SEASONAL EMP.	13,000.00-
-----					
		13,000.00			13,000.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 15TH DAY OF APRIL , 2008



CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST:   
COUNTY CLERK, MCLEAN COUNTY

RESOLUTION of the McLEAN COUNTY BOARD  
DECLARING THE MONTH OF APRIL, 2008, AS  
NATIONAL DONATE LIFE MONTH

**WHEREAS**, currently more than 98,000 men, women and children in our country, including more than 4,500 in Illinois, are waiting for lifesaving organ transplants and an average of 18 people die each day while waiting; and,

**WHEREAS**, many lives are enhanced and improved by the donation of organs, tissue, eyes, blood and bone marrow and that an estimated one of every 20 Americans will require a tissue transplant during his or her lifetime; and,

**WHEREAS**, tens of thousands of caring Illinois families have consented to give the gift of hope through organ and tissue donation at the death of a loved one; and,

**WHEREAS**, on January 1, 2006, pursuant to Illinois law, within the Illinois Secretary of State's Office, an organ/tissue donor's registry was created, which ensures a person's right to donate; and,

**WHEREAS**, McLean County citizens are actively involved in the Secretary of State's Life Goes On Committee; and,

**WHEREAS**, the McLean County Board wishes to recognize the mission and goals of the many groups that are involved in providing education about organ/tissue donation and the Secretary of State's organ/tissue donor registry; now, therefore,

**BE IT RESOLVED** by the McLean County Board, now meeting in regular session, that the month of April, 2008 is hereby proclaimed National Donate Life Month in McLean County, Illinois.

ATTEST:

APPROVED:



Peggy Ann Milton, Clerk of the McLean County Board,  
McLean County, Illinois



Matt Sorensen, Chairman  
McLean County Board



**McLEAN COUNTY BOARD**

(309) 888-5110 FAX (309) 888-5111  
115 E. Washington P.O. Box 2400  
Bloomington, Illinois 61702-2400

Matt Sorensen  
Chairman

April 10, 2008

To the Honorable Chairman and Members of the McLean County Board:

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Nursing Home Administrator to approve the award of the bid submitted by Union Roofing, 410 Division Street, Chenoa, Illinois in the amount of \$309,870.00 for replacing the roof of the Nursing Home.

Your PROPERTY COMMITTEE herewith further respectfully advises that funds for this capital improvement project have been budgeted in the fiscal year 2008 adopted budget of the McLean County Nursing Home.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLean County Board

District #1 Stan Hosellon Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 Walter D. Clark William T. Calsley	District #7 John A. Buller Bette Rackauskas	District #9 Cathy Ahari Terry Baggett
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Moss	District #6 George J. Gordon David F.W. Selzer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls



NURSING HOME  
(309) 888-5380  
901 N. Main Normal, Illinois 61761

Date: March 25, 2008

To: Diane Bostic, Chairman, Property Committee  
Members of the Property Committee

From: Don Lee, Adm.  
McLean County Nursing Home

Eric Kline, Plant Supervisor  
McLean County Nursing Home

Re: Recommendation to Replace the Roof - McLean County Nursing Home

The bid opening meeting was attended by Donald Lee, Nursing Home Administrator, Eric Kline, Nursing Home Maintenance Director, Dan Hoselton, Henson Robinson Company and Charlie Hoselton, Union Roofing.

Bids Received:

- |  |           |
|--|-----------|
| 1. Top Quality Roofing PO Box 193 Mt. Zion, IL 62549                     | \$465,000 |
| 2. Craftmasters 1900 N. 22 <sup>nd</sup> St. Decatur, IL 62526           | \$447,900 |
| 3. Henson Robinson Co. 3550 Great Northern Ave.<br>Springfield, IL 62711 | \$358,503 |
| 4. Union Roofing 410 N. Division Chenoa, IL 61726                        | \$309,870 |

After careful review and consideration of all bids received, it is the recommendation of the Nursing Home Management that the low bid of \$309,870.00 from Union Roofing be accepted and forwarded to the McLean County Board for approval.

Additional Project Costs:

To complete the roof replacement, we will also be purchasing an additional 320 walk pads to provide protection for the roof membrane in the common pathways to equipment penthouses on the roof. Each pads installed price is \$17.50 for a total of \$5,600.00.

We will also need to remove a 4 inch gas line which is currently located too close to the roof surface to allow the contractor to replacement the roof membrane without temporarily relocating it. Three quotes were obtained and Chief City Mechanical provided the lowest quote, \$5,247.00.

Funds are available in the current budget to pay for all recommended project costs.

## Equipment

During the Term, Bottler will loan to McLean County Parks and Recreation, pursuant to the terms of Bottler's equipment placement agreement, at no cost, that Beverage dispensing equipment reasonably required and as mutually agreed upon to dispense Beverages at the Facility. Equipment provided for CCE Products. The locations of placements will be mutually agreed upon. Should repairs be required, McLean County Parks and Recreation may call 800-647-COKE, and ask for Cooler Repair. Service will be available 24 hours a day, seven days a week.

### E. Term and Termination

1. The term of this Agreement shall be for a period of three (3) years from May 17, 2008 to May 17, 2011. The term may be extended annually by mutual written consent.

2. If McLean County Parks and Recreation fails to perform any of the promises set forth in this Agreement, then as an option but not as its sole remedy, Bottler may terminate this Agreement, and McLean County Parks and Recreation shall (i) return the Equipment to Bottler, and forfeit any rebates.

3. The vendor understands that the rights hereby granted by McLean County Park District shall continue only for so long as all conditions listed herein are complied with. If vendor shall default in the performance thereof, the McLean County Parks and Recreation may immediately or any time after such defaults, give the vendor, from the time notice is received, forty-five business days notice in writing to comply with said provisions of any item; and, in the event there is a further or continued breach or failure by the vendor to perform or comply with said provisions after the forty-five business day notice period, then the McLean County Parks and Recreation may terminate this AGREEMENT. In such an event, the vendor shall remove all equipment from the property. All costs and fees associated with the removal and any storage shall be the sole responsibility of the vendor.

### F. INSURANCE

The Bottler shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to the County of McLean:

- (a) Comprehensive General Liability Insurance (Bodily Injury and Property Damage, including Broad Form Property Damage), including Owners, Landlords and Tenants; Manufacturer and Contractors; Owners and Contractors Protective; Products and Completed Operations; and Contractual Liability (which insures Central States Coca-Cola Bottling Company's obligations under this agreement); all with limits of no less than \$500,000 per occurrence or accident and \$1,000,000 aggregate.

- (b) Automobile Liability Insurance covering all owned, leased, hired and non-hired automobiles with limits of no less than \$1,000,000 per accident.
  - (c) Worker's Compensation Insurance in accordance with Illinois law.
  - (d) Employer's Liability Insurance with limits no less than \$ 100,000 per occurrence.
- Bottler will provide to the County of McLean upon request, a Certificate of Insurance, in a form acceptable to the County of McLean, evidencing the existence of such insurance.

G. INDEMNITY

Bottler shall save and hold the County of McLean (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the provision of products under this Contract, and shall indemnify the County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the County of McLean, and/or its agents and employees, or paid for on behalf of the County of McLean and/or its agents and employees, by insurance provided by the County of McLean.

Bottler shall further hold harmless the County of McLean (including its officials, agents and employees) from liability or claims for any injuries to or death of Bottler's or any Sub-contractor's employees, resulting from any cause whatsoever, whether or not arising out of the partial or sole negligence of the County of McLean, its officials, agents, or employees, including protection against any claim of the Bottler or any Sub-contractor for any payments under any worker's compensation insurance carried on behalf of said Bottler or Subcontractor and shall indemnify the County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by the County of McLean.

- H. Miscellaneous. This Agreement constitutes the entire understanding of the parties and no terms may be altered or waived except by the mutual written consent of both parties. This Agreement may not be assigned by McLean County Parks and Recreation without Bottler's written consent. This Agreement may not be assigned by Bottler without McLean County Parks and Recreation's written consent. Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approval required in order to fully perform its obligations hereunder.

**Bottler**

**McLean County Parks and Recreation**

By: \_\_\_\_\_

By: \_\_\_\_\_

\*Sales Center MNGR: \_\_\_\_\_

Printed Name: \_\_\_\_\_

CD Sales Manager: \_\_\_\_\_

Title: \_\_\_\_\_

BDR/ AM: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*Agreement will be finalized upon the required signatures from all parties. Sales Center Manager must sign before agreement is valid.

Y:Asa/hug/doc/coke bottling contractparks

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 03/25/2008

RE: Agreement for Exclusive Beverage Rights for McLean County Parks

The McLean County Department of Parks and Recreation recently issued a Request for Private/Public Partnership Proposals (RFP) including exclusive beverage provider for McLean County's Parks and Recreation Areas. Beverages are provided either by vending machine or dispensed by Parks Department personnel at point-of-sale locations. The Request for Proposals identified primary goals of a) overall financial benefit to the Parks Department , and b) improvement to customer satisfaction.

In 2008, the Department received one(1) proposal from the current Departmental Partner for Beverages- Central States Coca-Cola. This proposal is for a renewal of the three year agreement. In 2005, The Department received two(2) proposals from distributors, one from the current premises vendor and one from Coca-Cola. Both proposals were for a three year term.

The Coca-Cola Partnership agreement 2005-2008 produced a dramatic increase in sales to an average annual sales of 5,893 units. The average annual sales for the previous three years(2002-2004) was 3,484 units. Increased sales are a reflection of

- 1) Coca-Cola's #1 position in overall product market share(42%)
- 2) Coca-Cola's product offerings( #1,3, 7, 8 ranked soft drinks(2006 *Beverage Digest*)
- 3) Coca-Cola's commitment to 7 days/per week service, insuring that product dispensing machines are working during weekend peak periods
- 4) Coca-Cola's commitment to marketing its products

With consideration to increased sales levels and equipment maintenance levels above, the Department of Parks and Recreation recommends renewing the 3 year agreement with Central States Coca-Cola Bottling Company of Bartonville, IL. This agreement would provide equipment, pricing, rebates, service and marketing programs. In return, Central States Coca-Cola Bottling Company will have exclusive beverage rights for all McLean County Parks and Recreation Department Facilities including food service providers, caterers, concessionaires and beverage-related contractors (personal consumption of non Coca-Cola products upon County Parks will not be restricted). Coca-Cola will be the official soft drink of the McLean County Department of Parks and Recreation. Marketing, promotional and advertising exclusivity will be provided to Coca-Cola relating to McLean County Parks and Recreation Facilities.





Identix, Incorporated  
6500 Rowland Road  
Minnetonka, MN 55343  
Tel: (952) 932-0888  
TIN #: 94-2842486

## MAINTENANCE AGREEMENT ADDENDUM

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	SystemID
DB-21004	07-06-2007	01-02-2008	None	4905-00228

### Billing Address

McLean County Sheriffs Department  
104 W Front Street; Room 105  
Bloomington, IL 61701  
USA  
Greg Allen  
(309) 888-4628  
(309) 888-5072

### Equipment Location

McLean County Sheriffs Department  
104 W Front Street; Room 105  
Bloomington, IL 61701  
USA  
Greg Allen  
(309) 888-4628  
(309) 888-5072

Please refer to System ID  
number when placing a service  
call.

Your System ID# is: 4905-00228

Model	Description	Qty.	HelpDesk Cost*	9/5 Cost**	24/7 Cost***	Preventive Cost****
TP-3500XC-ED	TouchPrint™ 3500 enhanced definition Live	1	1,489.00	2,176.00	2,635.00	0.00
TP-3XXX-PM	Preventive Maintenance for TP-3XXX systems.	1	0.00	0.00	0.00	131.00
TP-FRT-DUP	TouchPrint™ Duplex Fingerprint Card Printer	1	172.00	342.00	458.00	0.00
TP-PRINTER-PM	Preventive Maintenance for Printers. Available	1	0.00	0.00	0.00	110.00
TP-COMX-NFSCLNT	MS Windows XP NFS Client. Touch Print version	1	0.00	0.00	0.00	0.00
TP-COMX-NFSINT	Touch Print version 6 and later Network File	1	0.00	0.00	0.00	0.00
TP-CSTX-IL101	Illinois State Police Live Scan Customization	1	0.00	0.00	0.00	0.00
TP-HWOX-ADLNIC2	TouchPrint™ Ethernet PCI Based 10/100 Lm.	1	0.00	0.00	0.00	0.00
TP-SWOX-DIXFER	Demographic Interface Transfer License Fee; XP	1	0.00	0.00	0.00	0.00
TP-NOREMOTE	Charge for No Remote access.	1	0.00	1,108.00	1,108.00	0.00
Total (Except for Preventive)			\$1,661.00	\$3,626.00	\$4,201.00	\$241.00

☒ **NOTE:** TP-NOREMOTE is a Service Charge to offset additional Maintenance Expense incurred due to inability of Identix Help Desk to perform Remote Diagnostic Troubleshooting of System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means, please check this box, provide requested information below and delete TP-NOREMOTE from Addendum. Maintenance Agreement Renewal is contingent upon verification of Remote Access functionality.

Dial-In Modem: Access Telephone Number \_\_\_\_\_

Secure ID, VPN, Other: Contact Name JEFF THOMPSON Telephone Number (309) 888-5046

### PERIOD OF COVERAGE:

\*Parts plus unlimited telephone support access 24 hours per day, 7 days per week.

\*\*Parts plus on site support 9 hours a day, 5 days a week, except nationally observed holidays.

\*\*\*Parts plus on site support 24 hours a day, 7 days a week.

\*\*\*\*Preventative maintenance is a scheduled periodic visit between 9:00 a.m. and 5:00 p.m. Monday – Friday. Preventative maintenance is quoted on a per time basis, and can be performed 1, 2, 3, 4, 6, or 12 times per year.



Identix, Incorporated  
5800 Rowland Road  
Minnetonka, MN 55343  
Tel: (952) 932-0888  
TIN #: 34-2842496

## MAINTENANCE AGREEMENT ADDENDUM

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	SystemID
DE-21004	07-06-2007	01-02-2008	None	4905-00228

### Billing Address

McLean County Sheriffs Department  
104 W Front Street; Room 105  
Bloomington, IL 61701  
USA  
Greg Allen  
(309) 888-4628  
(309) 888-5072

### Equipment Location

McLean County Sheriffs Department  
104 W Front Street; Room 105  
Bloomington, IL 61701  
USA  
Greg Allen  
(309) 888-4628  
(309) 888-5072

Please refer to System ID  
number when placing a service  
call.

EFFECTIVE START DATE: 02/01/2008 END DATE: 01/31/2009

PRICE: "Please choose coverage": (Sales Tax additional if applicable to your state)

- ☐ Helpdesk price = \$1,661.00 per term of contract - prepayment.  
☐ 9/5 price = \$3,626.00 per term of contract - prepayment.  
☒ 24/7 price = ~~\$2,200.00~~ per term of contract - prepayment. \$3093.00  
☐ Preventative Maintenance Visits at \$241.00 per time x \_\_\_\_\_ times per term of contract = \$\_\_\_\_\_.

TOTAL Cost \$ 3093.00 Maintenance plus Preventative price (if any).

Please check type of preferred billing: ☐ Annual Invoice or ☐ Quarterly Invoice or ☐ Monthly Invoice

BY: Debbie Blanchard  
NAME: Debbie Blanchard  
TITLE: Contracts Administrator  
DATE: July 06, 2007

P.O. #: \_\_\_\_\_  
BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

The terms and conditions of Identix's current Maintenance Agreement Terms and Conditions are hereby incorporated into this Addendum by this reference. If your agency requires a Purchase Order, please attach or include the P.O.#. If neither is given, we will invoice from the signed addendum. **THIS IS NOT AN INVOICE.**

MCLEAN COUNTY SHERIFF:

Mike Emery  
MIKE EMERY  
SHERIFF

DATE: 03/25/08

COUNTY OF MCLEAN:

Matt Sorensen  
MATT SORENSEN, CHAIRMAN OF  
THE MCLEAN COUNTY BOARD

DATE: 9.15.2008

Peggy Ann Milton  
PEGGY ANN MILTON, CLERK OF  
THE MCLEAN COUNTY BOARD

DATE: 04/15/08

**IDENTIX INCORPORATED**  
**SYSTEM MAINTENANCE TERMS AND CONDITIONS**

*for use with*

**U.S. End User Customers**

*covering*

**Identix® Live Scan Product Line**

**I. GENERAL SCOPE OF COVERAGE**

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Identix Incorporated's ("Identix") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Identix, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

**II. MAINTENANCE SERVICES**

The Services provided by Identix are those services selected by Customer from one or more of the following maintenance services programs:

**A. Included With All Remedial Maintenance Services.**  
*Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Identix TouchCare Support Center via Identix toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Identix' technical support staff to resolve unique problems.
- Identix shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Identix' property. Identix shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Identix, replacement parts and components needed at international destinations shall be shipped by Identix to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Identix ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties,

tariffs, taxes, and all other delivery related charges.

- Identix shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Identix and for which Identix, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Identix Maintenance Agreement Addendum. Customer shall provide Identix with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Identix shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Identix shall install the Update during any subsequently scheduled on-site visit by Identix for service of the System. An "Update" means a new release of such System software components that are developed by Identix which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

**B. 24/7 Maintenance Services.** *Identix' 24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Identix shall use its best efforts to have an Identix' field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Identix'

Help Desk for customers located within a 100 mile radius of an authorized Identix' service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided, however, that any such type of transaction change does not, in the sole opinion of Identix' Development Management Team, require a significant development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Identix' 9/5 Maintenance Services are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Identix shall use its best efforts to have an Identix' field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Identix' Help Desk if Customer's facility is located within a 100 mile radius of an authorized Identix' service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Identix' acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Identix' then current rates.
- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided, however, that any such type of transaction change does not, in the sole opinion of Identix' Development Management Team, require a significant

development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Identix' Help Desk Maintenance Services are as follows:

- The Services do not include any Identix on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Identix Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Identix trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Identix' periodic requirements. Unless otherwise agreed in writing by Identix, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix shall furnish all parts and components necessary for the maintenance of the System. Identix' shipment of a replacement part to Customer will be initiated promptly after the Identix' Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Identix to be returned to Identix, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Identix within two (2) weeks after receipt of the replacement part. Identix is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]

- Upon Customer's request for Identix on-site service, Identix shall use its best efforts to have an Identix field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Identix' Help Desk. Customer shall pay for such on-site service on a time and travel basis at Identix' then current rates and travel policies, respectively. Prior to dispatch of an Identix engineer, Customer shall either provide Identix with a purchase order ("P.O."), complete Identix' P.O. Waiver form, or provide Identix with a valid credit card number.

E. Preventive Maintenance Services. Identix' *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Identix' specifications for such System. Identix and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Identix' 24/7 Maintenance Services and Identix' 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with Identix' then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

### III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Identix' control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Identix' authorized service representatives, or if parts, accessories, or

components not authorized by Identix are fitted to the System.

- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Identix to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Identix' System documentation.

B. Availability of Additional Services. At Customer's request, Identix may agree to perform the excluded services described immediately above in accordance with Identix' then current rates. Other excluded services that may be agreed to be performed by Identix shall require Identix' receipt of a Customer P.O., Customer's completion of Identix' P.O. Waiver form, or Customer providing Identix with a valid credit card number before work by Identix is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Identix before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Identix' inspection will be billed at Identix' current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Identix or an Identix authorized or identified vendor, at Customer's sole expense: (i) all Identix and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Identix will specify the hardware and third party software requirements for any Updates.

### IV. SERVICE CALLS

Customer may contact Identix<sup>2</sup> TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

## V. TERM AND TERMINATION

This term of this Agreement shall commence upon Identix' receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Identix' receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

## VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Identix' current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Identix' invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Identix, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Identix' fees for Services or parts as provided hereunder when due: (i) Identix may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Identix may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Identix' costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

## VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Identix shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDENTIX HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDENTIX' AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDENTIX' SERVICES ACTUALLY PAID BY CUSTOMER TO IDENTIX UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDENTIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDENTIX' REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

## VIII. LIMITED LICENSE TO UPDATES

Identix may deliver Identix-developed Updates to Customer. The terms of Identix' end user license for the Identix' software delivered as part of the System shall govern Customer's use of the Updates.

## IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Minnesota, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Identix and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Identix.

**RESOLUTION of the McLEAN COUNTY BOARD  
APPROVING THE RECOMMENDATIONS  
OF THE SOLID WASTE TECHNICAL AND POLICY COMMITTEE**

WHEREAS, the Solid Waste Technical and Policy Committee met to review the grant applications received for the Solid Waste Management Plan program; and,

WHEREAS, the Solid Waste Technical and Policy Committee recommended that the following grant application be approved for funding from the County's Solid Waste Management Fund:

- 1) Household Hazardous Waste Collection Day- \$12,500
- 2) City of Bloomington Tire Amnesty Day program- \$2,000
- 3) McLean County Battery Recycling program administered by the Ecology Action Center- \$8,000

WHEREAS, the Land Use and Development Committee, at its regular meeting on April 3, 2008, recommended approval of the recommendations received from the Solid Waste Technical and Policy committee; now, therefore,

BE IT RESOLVED by the McLean County, now meeting in regular session, as follows:

1. The McLean County Board hereby approves the following grant applications and the amounts requested for grant funds from the County's Solid Waste Management Fund:
  - 1) Household Hazardous Waste Collection Day- \$12,500
  - 2) City of Bloomington Tire Amnesty Day program- \$2,000
  - 3) McLean County Battery Recycling program administered by the Ecology Action Center- \$8,000
2. The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Director of Building and Zoning, the Director of the McLean County Regional Planning Commission, and the County Administrator.

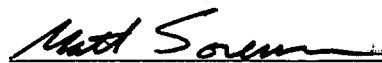
ADOPTED by the McLean County Board this 15<sup>th</sup> day of April, 2008.

ATTEST:

APPROVED:



Peggy Ann Milton  
Clerk of the McLean County Board  
McLean County, Illinois



Matt Sorensen, Chairman  
McLean County Board

202 W. College Avenue  
Normal, Illinois 61761-2552  
Ph: (309) 454-3169 • Fax: (309) 454-7508



www.ecologyactioncenter.org  
eac@ecologyactioncenter.org

March 14, 2008

George Gordon  
Chairman of Land Use Committee  
McLean County Board  
115 East Washington St.  
Bloomington, Illinois 61701

REC'D  
MAR 17 2008  
ZONING

Dear Chairman Gordon:

On behalf of the McLean County Solid Waste Management Technical Committee, I would like to submit the following resolution to the Land Use Committee of the McLean County Board, which was approved by the Solid Waste Management Technical Committee at their meeting on March 12, 2008.

The resolution is to designate \$12,500 for the 2008 Household Hazardous Waste Collection Day, for which planning is underway, \$8,000 for the City of Bloomington's Tire Amnesty Day, which is scheduled for April 26, 2008, and \$8,000 for the McLean County Battery Recycling program, administered by the Ecology Action Center. These programs each represent an annual cost.

Sincerely,

Michael Brown  
Executive Director



) STATE OF ILLINOIS )  
SS  
COUNTY OF McLEAN )

A RESOLUTION FOR REAPPOINTMENT OF MARK PAULLIN  
AS A TRUSTEE OF THE  
BELLFLOWER FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2008 of Mark Paullin as a Trustee of the Bellflower Fire Protection District, it is advisable to consider a reappointment or appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Mark Paullin as a Trustee of the Bellflower Fire Protection District for a term of three years to expire on April 30, 2011 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Mark Paullin and Darrell Hartweg, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator's Office.

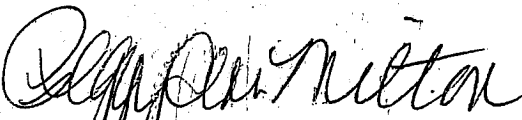
ADOPTED by the County Board of McLean County, Illinois, this 15th day of April, 2008.

APPROVED:



Matt Sorensen, Chairman  
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

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STATE OF ILLINOIS     )  
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COUNTY OF McLEAN    )

A RESOLUTION FOR REAPPOINTMENT OF ALAN ROSEMAN  
AS A COMMISSIONER OF THE  
BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT

WHEREAS, due to the expiration of term of Alan Roseman as a Trustee of the Bloomington Township Public Water District, it is advisable to consider an appointment or reappointment to this position; and,

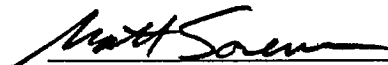
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 5/3.1, has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Alan Roseman as a Trustee of the Bloomington Township Public Water District for a term of five years scheduled to expire on the 1st Monday in May, 2013, or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Mr. Alan Roseman and Mr. Dan Deneen, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of April, 2008.

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

  
Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

STATE OF ILLINOIS       )  
)   SS  
COUNTY OF McLEAN       )

A RESOLUTION FOR REAPPOINTMENT OF RICHARD PIERCY  
AS A TRUSTEE OF THE  
CHENOA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2008 of Richard Piercy as a Trustee of the Chenoa Fire Protection District, it is advisable to consider a reappointment or appointment to this position; and,

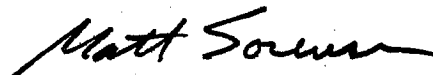
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Richard Piercy as a Trustee of the Chenoa Fire Protection District for a term of three years to expire on April 30, 2011 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Richard Piercy and Al Freehill, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator's Office.

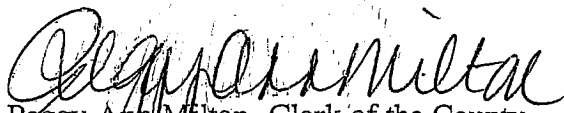
ADOPTED by the County Board of McLean County, Illinois, this 15th day of April, 2008.

APPROVED:



Matt Sorensen, Chairman  
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

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) STATE OF ILLINOIS )  
SS )  
COUNTY OF McLEAN )

A RESOLUTION FOR REAPPOINTMENT OF GREG YODER  
AS A TRUSTEE OF THE  
DANVERS FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2008 of Greg Yoder as a Trustee of the Danvers Fire Protection District, it is advisable to consider a reappointment or appointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Greg Yoder as a Trustee of the Danvers Fire Protection District for a term of three years to expire on April 30, 2011 or until a successor shall have been qualified and appointed.

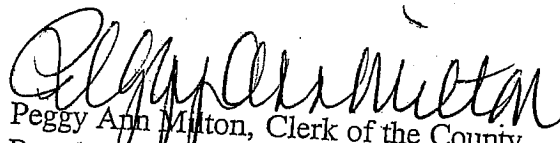
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Greg Yoder and Mark McGrath, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of April, 2008.

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

  
Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

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) STATE OF ILLINOIS )  
SS  
) COUNTY OF McLEAN )

A RESOLUTION FOR REAPPOINTMENT OF CHARLES WEST  
AS A TRUSTEE OF THE  
DOWNS FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2008 of Charles West as a Trustee of the Downs Fire Protection District, it is advisable to consider a reappointment or appointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Charles West as a Trustee of the Downs Fire Protection District for a term of three years to expire on April 30, 2011 or until a successor shall have been qualified and appointed.

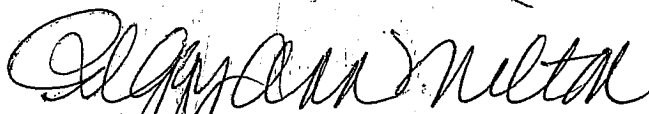
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Charles West and Greg Knapp, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of April, 2008.

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

  
Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

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) STATE OF ILLINOIS )  
SS  
COUNTY OF McLEAN )

A RESOLUTION FOR REAPPOINTMENT OF JOHN SUTTER  
AS A TRUSTEE OF THE  
ELLSWORTH FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2008 of John Sutter as a Trustee of the Ellsworth Fire Protection District, it is advisable to consider a reappointment or appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of John Sutter as a Trustee of the Ellsworth Fire Protection District for a term of three years to expire on April 30, 2011 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to John Sutter and Hunt Henderson, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator's Office.

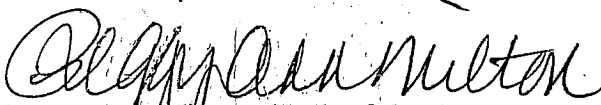
ADOPTED by the County Board of McLean County, Illinois, this 15<sup>th</sup> day of April, 2008.

APPROVED:



Matt Sorensen, Chairman  
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

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) STATE OF ILLINOIS )  
SS  
) COUNTY OF McLEAN )

A RESOLUTION FOR REAPPOINTMENT OF CHARLES W. STANHOUSE  
AS A TRUSTEE OF THE  
GRIDLEY FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2008 of Charles W. Stanhouse as a Trustee of the Gridley Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Charles W. Stanhouse as a Trustee of the Gridley Fire Protection District for a term of three years to expire on April 30, 2011 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Charles W. Stanhouse and Benjamin Roth, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator's Office.


ADOPTED by the County Board of McLean County, Illinois, this 15<sup>th</sup> day of April, 2008.

APPROVED:



Matt Sorensen, Chairman  
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

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) STATE OF ILLINOIS )  
SS )  
COUNTY OF McLEAN )

A RESOLUTION FOR REAPPOINTMENT OF CHARLES ENGEL  
AS A TRUSTEE OF THE  
HUDSON FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2008 of Charles Engel as a Trustee of the Hudson Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Charles Engel as a Trustee of the Hudson Fire Protection District for a term of three years to expire on April 30, 2011 or until a successor shall have been qualified and appointed.

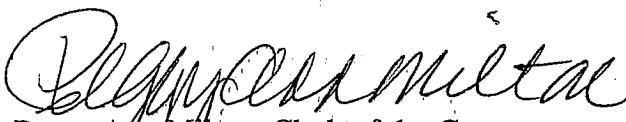
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Mr. Charles Engel and Ralph Turner, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of April, 2008.

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

  
Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

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COUNTY OF McLEAN)

## A RESOLUTION FOR REAPPOINTMENT OF MARK R. LEAKE

AS A TRUSTEE OF THE

LEXINGTON FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term of Mark R. Leake as a Trustee of the Lexington Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Mark R. Leake as a Trustee of the Lexington Fire Protection District for a term of three years to expire on April 30, 2011 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Mark R. Leake and Al Freehill, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 15<sup>th</sup> day of April, 2008.

APPROVED:

Matt Soren

Matt Sorensen, Chairman  
McLean County Board

ATTEST:

*Peggy Ann Milton*  
Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

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) STATE OF ILLINOIS )  
SS  
COUNTY OF McLEAN )

A RESOLUTION FOR REAPPOINTMENT OF J. MICHAEL STRUBHAR  
AS A TRUSTEE OF THE  
MT. HOPE-FUNKS GROVE FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2008 of J. Michael Strubhar as a Trustee of the Mt. Hope-Funks Grove Fire Protection District, it is advisable to consider a reappointment or appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of J. Michael Strubhar as a Trustee of the Mt. Hope-Funks Grove Fire Protection District for a term of three years to expire on April 30, 2011 or until a successor shall have been qualified and appointed.

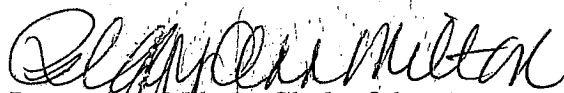
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to J. Michael Strubhar and Ralph Turner, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of April, 2008.

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

  
Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

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STATE OF ILLINOIS       )  
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COUNTY OF McLEAN       )

A RESOLUTION FOR REAPPOINTMENT OF LEE KLINTWORTH  
AS A TRUSTEE OF THE  
OCTAVIA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2008 of Lee Klintworth as a Trustee of the Octavia Fire Protection District, it is advisable to consider a reappointment to this position; and,

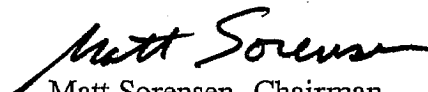
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Lee Klintworth as a Trustee of the Octavia Fire Protection District for a term of three years to expire on April 30, 2011 or until a successor shall have been qualified and appointed.

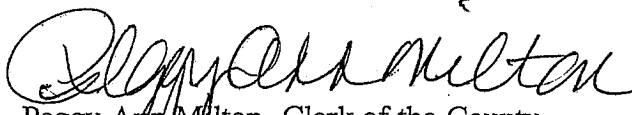
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Lee Klintworth, the County Auditor, County Clerk and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of April, 2008.

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

  
Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

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STATE OF ILLINOIS       )  
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COUNTY OF McLEAN     )       SS

A RESOLUTION FOR REAPPOINTMENT OF JOE NECESSARY  
AS A TRUSTEE OF THE  
RANDOLPH FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2008 of Joe Necessary as a Trustee of the Randolph Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Joe Necessary as a Trustee of the Randolph Fire Protection for a term of three years to expire on April 30, 2011 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Joe Necessary and James DePew, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator's Office.

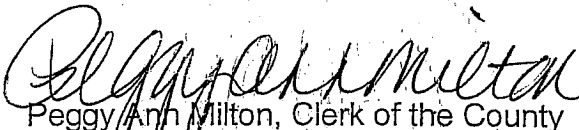
ADOPTED by the County Board of McLean County, Illinois, this 15th day of April, 2008.

APPROVED:



Matt Sorensen, Chairman  
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

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STATE OF ILLINOIS       )  
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COUNTY OF McLEAN       )       SS

A RESOLUTION FOR REAPPOINTMENT OF PHIL RICHARD  
AS A TRUSTEE OF THE  
TOWANDA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2008 of Phil Richard as a Trustee of the Towanda Fire Protection District, it is advisable to consider a reappointment or appointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Phil Richard as Trustee of the Towanda Fire Protection District for a term of three years to expire on April 30, 2011 or until a successor shall have been qualified and appointed.

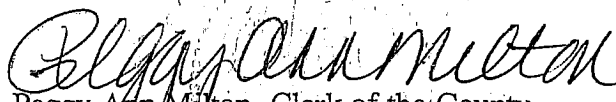
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Phil Richard and James Sinclair, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of April, 2008.

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

  
Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

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## RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Lexington Junior High School 8<sup>th</sup> Grade girls' volleyball team during the 2008 volleyball season; and,

WHEREAS, the Lexington Junior High School 8<sup>th</sup> Grade girls' volleyball team finished the 2008 season with an overall season record of 24 Tournament wins and 2 Tournament losses; and,

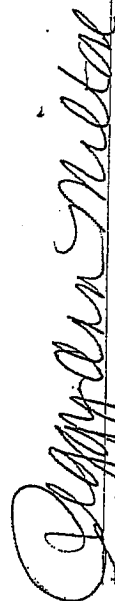
WHEREAS, the Lexington Junior High School 8<sup>th</sup> Grade girls' volleyball team won the Illinois Elementary School Association (IESA) 8<sup>th</sup> Grade Volleyball Class 2A State Championship; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Volleyball Coach Julie Thomas, Assistant Coaches Nicki Frank and Al Schroeder, Manager Amanda Salzman, and Team Members Taylor Winterland, Kaley Ummel, Sydney Freed, Kelsey Heitzmann, Ashley Grass, Annessa Anderson, Caitlin Kelley, Niki Caldwell, Maggie Hayes, Laura Miller, Bridgette Sims, Taylor Leake, and Amanda Leake; now, therefore,

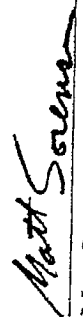
BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Lexington Junior High School 8<sup>th</sup> Grade girls' volleyball team are to be congratulated on winning the IESA 8<sup>th</sup> Grade Volleyball Class 2A State Championship and on an outstanding season.

ADOPTED by the McLean County Board this 15th day of April, 2008.

ATTEST:

  
Peggy Ann Milton, Clerk of the McLean County Board  
McLean County, Illinois

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

Members Segobiano/Caisley moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:  
Member Bostic presented the following:

INTERGOVERNMENTAL AGREEMENT FOR FUNDING OF THE  
ABRAHAM LINCOLN BICENTENNIAL COMMISSION  
OF MCLEAN COUNTY

This Intergovernmental Agreement is entered into by and between the City of Bloomington, Town of Normal, County of McLean, Abraham Lincoln Bicentennial Commission of McLean County, Illinois and the David Davis Mansion Foundation.

WHEREAS, the City of Bloomington, Town of Normal and County of McLean (hereafter Governmental Units) by Resolution adopted in 2006 formed the Abraham Lincoln Bicentennial Commission of McLean County; and

WHEREAS, the Governmental Units desire to provide public funding for certain planned activities of the Abraham Lincoln Bicentennial Commission of McLean County; and

WHEREAS, the Governmental Units have authority to associate with each other and with other entities, public or private, pursuant to Article VII Section 10 of the Illinois Constitution 1970; and

WHEREAS, public funding of certain planned activities of the Abraham Lincoln Bicentennial Commission of McLean County is in the best interests of the citizens of the respective parties and not prohibited by law.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Upon approval of the governmental bodies for the Governmental Units each of the three governmental units shall no later than May 31, 2008, contribute \$34,667.00 each to the David Davis Mansion Foundation to be used by the David Davis Mansion Foundation as provided herein and for no other purpose.
2. The David Davis Mansion Foundation shall administer the funds described above solely for the benefit of the Abraham Lincoln Bicentennial Commission of McLean County.
3. The Abraham Lincoln Bicentennial Commission of McLean County may expend the funds only for those purposes and in those amounts set forth as local government projected revenue in Exhibit 1 attached hereto.
4. The Abraham Lincoln Bicentennial Commission of McLean County shall submit progress reports to the Governmental Units as requested by any of the Governmental Units, but no less frequently than on or before January 1, 2009 and upon completion of the activities described in Exhibit A, as "Item and/or Activity."

5. The David Davis Mansion Foundation shall act as fiscal agent of the Abraham Lincoln Bicentennial Commission of McLean County and administer disbursement of the fund for the stated purposes.

6. The David Davis Mansion Foundation shall keep a strict account of receipts and expenditures made pursuant to this Agreement and maintain said records for a minimum of 3 years.

7. The Governmental Units, either individually or collectively, shall have the right to audit the David Davis Mansion Foundation records in order to determine compliance with this Agreement. The David Davis Mansion Foundation shall make its records readily available for such audit purposes upon reasonable request.

8. In the event the funds are misapplied or otherwise misappropriated for uses not authorized herein, then the David Davis Mansion Foundation shall reimburse the Governmental Units the amount of each misapplied or misappropriated funds.

IN WITNESS WHEREOF, the parties hereunder have executed this Agreement on the date adjacent to the signature line.

City of Bloomington

\_\_\_\_\_  
Date

By \_\_\_\_\_

Attest:

\_\_\_\_\_

Town of Normal

\_\_\_\_\_  
Date

By \_\_\_\_\_

Attest:

\_\_\_\_\_



County of McLean

\_\_\_\_\_  
Date

By \_\_\_\_\_

Attest:

\_\_\_\_\_

Abraham Lincoln Bicentennial Commission  
of McLean County, Illinois

\_\_\_\_\_  
Date

By \_\_\_\_\_

Attest:

\_\_\_\_\_

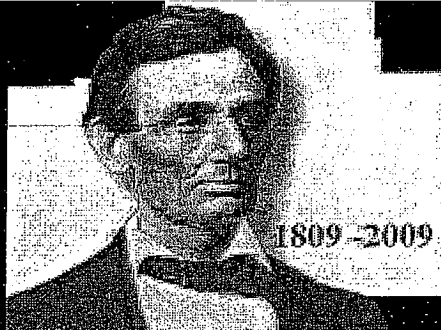
David Davis Mansion Foundation

\_\_\_\_\_  
Date

By \_\_\_\_\_

Attest:

\_\_\_\_\_



## *McLean County Abraham Lincoln Bicentennial Commission*

March 17, 2008

The Honorable Chairman and Members  
McLean County Board  
P.O. Box 2400  
Bloomington, IL 61702-2400

Dear Mr. Chairman and Board Members:

On behalf of the McLean County Abraham Lincoln Bicentennial Commission, I am writing you today to request your consideration of providing financial assistance, along with the City of Bloomington and the Town of Normal, for the celebration of the Bicentennial of President Abraham Lincoln's birth. The Bicentennial Commission has been working diligently with local citizens and groups over the past 12 months to develop ways in which we can recognize and celebrate this once in a lifetime occasion. The Commission is dedicated to educating our citizens and visitors of the important role McLean County and its citizens played in the life of President Lincoln.

Attached, the Abraham Lincoln Commission has developed a budget, which includes public and private funding sources. Major activities of this proposal include: 1) a statue of Lincoln, Davis & Fell; 2) a play commemorating Lincoln's time in McLean County; 3) a permanent exhibit of Lincoln's time in McLean County and on the 8<sup>th</sup> Judicial Circuit, and 4) a Speakers Program bringing Lincoln experts to our community.

The individual funding by each of the three units of government to provide these educational and legacy programs would be \$34,667. Please be assured that the Commission recognizes the significance of these contributions and is committed to living within this budget. In addition, the Commission continues to explore other opportunities to enhance revenues for these programs.

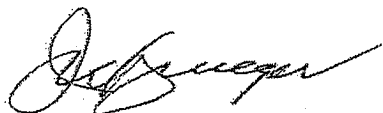
Changes in this budget from the previous:

- 1) The statue expense will be funded exclusively by seeking private and corporate donors. This is the single largest expense in our budget.
- 2) Grants:
  - a) From the Ill. Bicentennial Commission \$22,750 for a statue of Lincoln, Davis & Fell,
  - b) From the Ill. Bicentennial Commission \$10,000 for the exhibit of Lincoln and his work here in the 8th Judicial Circuit,
  - c) From the Convention and Visitors Bureau \$10,000 for the exhibit.
- d) The Commission is preparing two additional grant requests totaling \$20,000 for the Lincoln Historical Play.

- 3) The exhibit: "The 8th Judicial Circuit" will be on permanent display at the David Davis Mansion. Should additional funds become available, we could consider a travelling exhibit, as originally proposed, that we could lease to other counties comprising the 8th Circuit.
- 4) The David Davis Mansion Foundation (DDMF), which has significant experience working on similar public/private projects, has agreed to serve as the Commission's fiscal agent. Expenses would be authorized by the ALBC, and then paid through DDMF with a monthly statement provided. The ALBC will provide periodic updates to the governmental units on the status of its work.

We look forward to addressing your body and answering any questions you may have concerning this request, at your earliest convenience.

Sincerely,

A handwritten signature in cursive script, appearing to read "John Krueger", written in dark ink.

John Krueger, Vice-Chairman  
McLean County Abraham Lincoln Bicentennial Committee

McLean County Abraham Lincoln Bicentennial Commission  
Proposed Budget  
2/29/2008

Item and/or activity	Expenses			PROJECTED REVENUE				
	1/1-7/1/2008	7/1-12/31/08	1/1-3/31/09	Grants	Private/ Corp. Donors	Local Government	Admissions, etc.	Other sources
Statue of Davis, Fell, & Lincoln	\$100,000	\$100,000		\$22,750	\$177,250			
Interpretive Historical Photo Display			\$55,000	\$20,000	\$10,000	\$30,000	\$5,000	
Permanent Exhibit		\$23,500		\$20,000	\$3,500			
Illinois Symphony Concert BCPA Rental		\$6,000				\$6,000		
Public Lectures, McLean County Reads Program	\$10,000	\$10,000	\$5,000			\$25,000		
McLean County Bicentennial Commission Administrative Operations	\$5,000	\$5,000	\$5,000			\$15,000		
Marketing and Advertising	\$5,000	\$5,000	\$10,000			\$20,000		
Speakers Bureau (if needed)								
Contingency		\$5,000	\$5,000			\$10,000		
TOTALS	\$120,000	\$154,500	\$88,000	\$52,750	\$190,750	\$104,000	\$5,000	\$0
			\$362,500					\$362,500

Local government share is \$34,667 per organization

Members Bostic/Harding moved the County Board approve a Request for Approval of an Intergovernmental Agreement by and between the City of Bloomington, the Town of Normal, and McLean County for Funding the Abraham Lincoln Bicentennial Commission of McLean County – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostie presented the following:

**RESOLUTION TO AMEND THE RULES  
OF THE COUNTY BOARD OF McLEAN COUNTY**

WHEREAS, the McLean County Board last amended the Rules of the McLean County Board on March 18, 2008, and

WHEREAS, the McLean County Board deems it necessary and appropriate to amend its rules for the purpose of addressing committee alternates, now therefore

BE IT RESOLVED that the Rules of the County Board of McLean County be amended as follows:

1. That the current paragraph 5.15-3 be deleted.
2. That the current paragraph numbered 5.15-3 (A) be deleted and replaced with a new paragraph 5.15-3.1 as follows:

5.15-3.1 Alternate Members. An alternate member may be appointed to any standing committee by the Chairman of the McLean County Board. Such alternate shall attend meetings of such committee of required to constitute a quorum and, in so doing, shall have all the privileges and duties of a regular member.

3. That current paragraph 5.15-3 (B) be deleted and replaced with a new paragraph 5.15-3.2 as follows:

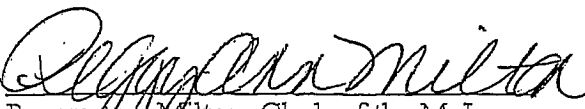
5.15-3.2 Attendance of Members at Committee Meetings Other Than Those to Which They Are Assigned. Board Members may attend and have access to minutes resulting from any open or closed meetings or sessions of committees of which they are not members. At the discretion of the Committee Chairman during the meeting, the Board Member may participate in the meeting but without voting, seating, or travel privileges. Conversely, if a Board Member is invited to attend a committee meeting by the Chairman of that committee, the member is entitled to travel expenses only.

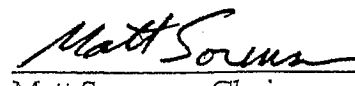
These amendments shall become effective immediately upon and after its adoption.

ADOPTED by the McLean County Board the 15th day of April, 2008.

ATTEST:

APPROVED:

  
Peggy Ann Milton, Clerk of the McLean  
County Board of McLean County, Illinois

  
Matt Sorensen, Chairman  
McLean County Board

~~5.15-3 Alternate Members and Attendance of Members at Committee Meetings Other Than Those to Which They Are Assigned.~~

5.15-3.1 Alternate Members. (A) An alternate member may be appointed to any ~~each~~ standing committee by the Chairman of the Board. Such alternate shall attend meetings of such committee if required to constitute a quorum and, in doing so, shall have all the privileges and duties of a regular member ~~while so serving~~.

5.15-3.2 Attendance of Members at Committee Meetings Other Than Those to Which They Are Assigned (B) Board Members may attend and have access to minutes resulting from any open or closed meetings or sessions of committees of which they are not members. At the discretion of the Committee Chairman during the meeting, the Board Member may participate in the meeting but without voting, seating, or travel privileges. Conversely, if a Board Member is invited to attend a committee meeting by the Chairman of that committee, the member is entitled to travel expenses only.

Members Bostic/Owens moved the County Board approve a Request for Approval of Resolution to Amend the Rules of the County Board of McLean County – Rules Subcommittee. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic presented the following:

**RESOLUTION OF THE McLEAN COUNTY BOARD  
APPROVING AND ADOPTING THE  
2008 LEGISLATIVE SUBCOMMITTEE RECOMMENDATIONS**

WHEREAS, the Legislative Subcommittee of the Executive Committee, after careful research and considerable discussion with County Officials and Members of the Illinois Senate and House of Representatives, recommended that the County Board support certain legislation and oppose certain legislation now being considered by the Illinois General Assembly; and,

WHEREAS, the Legislative Subcommittee recommends that the County Board support House Bill 5182 which would create an Illinois Office of Probation Services and thereby separate State funding for Probation Services under a separate State agency apart and distinct from the Administrative Office of the Illinois Courts; and,

WHEREAS, the Legislative Subcommittee recommends that the County Board support Senate Bill 2005 which adds a further definition for inoperable vehicles, provided that this bill is amended in the House to reduce the population threshold to 150,000 or more; and,

WHEREAS, the Legislative Subcommittee recommends that the County Board support House Bill 4505 which would allow an Emergency Telephone Systems Board to use the 911 surcharge revenues to purchase Emergency Warning Sirens; and,

WHEREAS, the Legislative Subcommittee recommends that the County Board support House Bill 4725 which would allow County Board members to be appointed and serve as a member of the Emergency Telephone System Board; and,

WHEREAS, the Legislative Subcommittee recommends that the County Board support House Bill 4956 which would allow the County Board to increase the Children's Waiting Room Fee from \$5.00 to \$10.00; and,

WHEREAS, the Legislative Subcommittee recommends that the County Board support Senate Bill 2321 which would allow the County Board to authorize a County Law Library Fee of not more than \$18.00 in 2008, \$19.00 in 2009, \$21.00 in 2010 and thereafter; and,

WHEREAS, the Legislative Subcommittee recommends that the County Board support Senate Bill 1965 which would require that a person confined in a County Jail who is in need of medical assistance and is determined eligible for medical assistance under the Illinois Public Aid Code at the time the person is detained, then the State shall reimburse the cost of medical services provided, to the extent such cost exceeds \$500.00; and,

WHEREAS, the Legislative Subcommittee recommends that the County Board oppose House Bill 1518 which would raise the Juvenile Delinquent Age from 17 years to 18 years; and,

WHEREAS, the Legislative Subcommittee recommends that the County Board oppose House Bill 4164 which would require that a Special Use Permit may not be granted for a term of

(2)

more than five (5) years and further provides that Special Use Permits granted before the effective date of this amendatory Act expire five (5) years after the effective date; and,

WHEREAS, the Legislative Subcommittee, at its meeting on March 25, 2008, recommended that the McLean County Board support certain legislation and oppose certain legislation now being considered by the Illinois General Assembly; now, therefore,


BE IT RESOLVED by the McLean County Board, in regular session, that the 2008 Legislative Subcommittee recommendations are hereby adopted and that said recommendations be sent to each State Representative and State Senator who represents McLean County, and to the Governor, respectfully requesting their support.

BE IT FURTHER RESOLVED that a copy of the 2008 Legislative Subcommittee recommendations be forwarded to Mr. William Anderson of Anderson Legislative Consulting, and to Metro Counties of Illinois who represent McLean County's interests to the Illinois General Assembly and to the Offices, Departments and Agencies of the State of Illinois with the request that they give serious consideration to supporting the 2008 Legislative Subcommittee recommendations.

ADOPTED by the County Board of McLean County, Illinois this 15<sup>th</sup> day of April, 2008.

ATTEST:

APPROVED:

  
Peggy Ann Milton, Clerk of the County Board,  
McLean County, Illinois

  
Matt Sorensen, Chairman  
McLean County Board



**Bill Status of HB5182 95th General Assembly****Short Description:** PROBATION AGENCY**House Sponsors**Rep. Marlow H. Colvin**Last Action**

Date	Chamber	Action
2/14/2008	House	Referred to <u>Rules Committee</u>

**Statutes Amended In Order of Appearance**

<u>730 ILCS 5/Act title</u>	Unified Code of Corrections.
<u>730 ILCS 5/5-5.5-40</u>	
<u>730 ILCS 110/9b</u>	from Ch. 38, par. 204-1b
<u>730 ILCS 110/13</u>	from Ch. 38, par. 204-5
<u>730 ILCS 110/14</u>	from Ch. 38, par. 204-6
<u>730 ILCS 110/15</u>	from Ch. 38, par. 204-7
<u>730 ILCS 110/15.1</u>	from Ch. 38, par. 204-7.1
<u>730 ILCS 110/16</u>	from Ch. 38, par. 204-8
<u>730 ILCS 110/16.1</u>	

**Synopsis As Introduced**

Amends the Unified Code of Corrections and the Probation and Probation Officers Act. Abolishes the Division of Probation Services of the Illinois Supreme Court. Transfers the Division's powers and duties to the Illinois Office of Probation Services. Transfers various functions relating to probation services from the chief judge of the circuit court or his or her designee to the county board or the county board chairman or president.

**Actions**

Date	Chamber	Action
2/14/2008	House	Filed with the Clerk by <u>Rep. Marlow H. Colvin</u>
2/14/2008	House	First Reading
2/14/2008	House	Referred to <u>Rules Committee</u>

**Bill Status of SB2005 95th General Assembly****Short Description:** CNTY CD-INOPERABLE VEHICLES**Senate Sponsors**Sen. [Terry Link](#)**House Sponsors**

(Rep. )

**Last Action**

Date	Chamber	Action
4/1/2008	House	Placed on Calendar Order of First Reading

**Statutes Amended In Order of Appearance**[55 ILCS 5/5-1092](#)

from Ch. 34, par. 5-1092

**Synopsis As Introduced**

Amends the Counties Code. Provides that the definition of "inoperable vehicle" includes any motor vehicle that does not have a current license plate or current license tags attached to it if a current license plate or license tags are otherwise required under the Illinois Vehicle Code. Effective immediately.

**Senate Committee Amendment No. 1**

Deletes everything after the enacting clause. Amends the Counties Code. Reinserts the substantive provisions of the introduced bill, and provides that those provisions apply in a non-home rule county with a population of more than 250,000. Effective immediately.

**Senate Committee Amendment No. 2**

Provides that, in a county with a population of more than 500,000 (instead of 250,000), the definition of "inoperable motor vehicle" includes a motor vehicle that does not have a current license plate or current license tags.

**Actions**

Date	Chamber	Action
2/7/2008	Senate	Filed with Secretary by <a href="#">Sen. Terry Link</a>
2/7/2008	Senate	<b>First Reading</b>
2/7/2008	Senate	Referred to <a href="#">Rules</a>
2/14/2008	Senate	Assigned to <a href="#">Local Government</a>
2/21/2008	Senate	Held in <a href="#">Local Government</a>
2/21/2008	Senate	Senate Committee Amendment No. 1 Filed with Secretary by <a href="#">Sen. Terry Link</a>
2/21/2008	Senate	Senate Committee Amendment No. 1 Referred to <a href="#">Rules</a>
2/27/2008	Senate	Senate Committee Amendment No. 1 Rules Refers to <a href="#">Local Government</a>
2/28/2008	Senate	Senate Committee Amendment No. 1 Held in <a href="#">Local Government</a>
2/28/2008	Senate	Held in <a href="#">Local Government</a>
2/28/2008	Senate	Senate Committee Amendment No. 2 Filed with Secretary by <a href="#">Sen. Terry Link</a>
2/28/2008	Senate	Senate Committee Amendment No. 2 Referred to <a href="#">Rules</a>
3/5/2008	Senate	Senate Committee Amendment No. 2 Rules Refers to <a href="#">Local Government</a>
3/6/2008	Senate	Senate Committee Amendment No. 1 Adopted
3/6/2008	Senate	Senate Committee Amendment No. 2 Adopted

3/6/2008	Senate	Do Pass as Amended <u>Local Government</u> ; 010-000-000
3/6/2008	Senate	Placed on Calendar Order of 2nd Reading March 11, 2008
3/13/2008	Senate	<b>Second Reading</b>
3/13/2008	Senate	Placed on Calendar Order of 3rd Reading April 1, 2008
4/1/2008	Senate	<b>Third Reading - Passed; 052-000-000</b>
4/1/2008	House	Arrived in House
4/1/2008	House	Placed on Calendar Order of First Reading

**Bill Status of HB4505 95th General Assembly****Short Description:** EMERG TEL SYSTEMS-WARNING**House Sponsors**Rep. Roger L. Eddy - David Reis**Last Action**

Date	Chamber	Action
3/13/2008	House	Placed on Calendar 2nd Reading - Short Debate

**Statutes Amended In Order of Appearance**50 ILCS 750/15.4

from Ch. 134, par. 45.4

**Synopsis As Introduced**

Amends the Emergency Telephone System Act. Provides that moneys in an Emergency Telephone System Fund account established by a municipality or county may be used to pay for costs associated with emergency warning systems. Effective immediately.

**Actions**

Date	Chamber	Action
1/17/2008	House	Filed with the Clerk by <u>Rep. Roger L. Eddy</u>
<b>1/18/2008</b>	<b>House</b>	<b>First Reading</b>
1/18/2008	House	Referred to <u>Rules Committee</u>
3/11/2008	House	Assigned to <u>Telecommunications Committee</u>
3/11/2008	House	Motion to Suspend Rule 25 - Prevailed
3/13/2008	House	Do Pass / Short Debate <u>Telecommunications Committee</u> ; 022-000-000
<b>3/13/2008</b>	<b>House</b>	<b>Placed on Calendar 2nd Reading - Short Debate</b>
4/3/2008	House	Added Chief Co-Sponsor <u>Rep. David Reis</u>

**Bill Status of HB4725 95th General Assembly****Short Description:** EMERG TEL SYSTEMS-CNTY BOARD**House Sponsors**Rep. Jack McGuire - Thomas Holbrook**Senate Sponsors**(Sen. William R. Haine )**Last Action**

Date	Chamber	Action
4/3/2008	Senate	Placed on Calendar Order of First Reading April 8, 2008

**Statutes Amended In Order of Appearance**50 ILCS 750/15.4

from Ch. 134, par. 45.4

**Synopsis As Introduced**

Amends the Emergency Telephone System Act. Provides that county board members may serve on an Emergency Telephone System Board.

**Actions**

Date	Chamber	Action
1/31/2008	House	Filed with the Clerk by <u>Rep. Jack McGuire</u>
2/1/2008	House	First Reading
2/1/2008	House	Referred to <u>Rules Committee</u>
3/3/2008	House	Assigned to <u>Local Government Committee</u>
3/12/2008	House	Added Chief Co-Sponsor <u>Rep. Thomas Holbrook</u>
3/12/2008	House	Do Pass / Short Debate <u>Local Government Committee; 010-000-000</u>
3/13/2008	House	Placed on Calendar 2nd Reading - Short Debate
4/1/2008	House	Second Reading - Short Debate
4/1/2008	House	Placed on Calendar Order of 3rd Reading - Short Debate
4/2/2008	House	Third Reading - Short Debate - Passed <u>110-000-000</u>
4/3/2008	Senate	Arrive in Senate
4/3/2008	Senate	Placed on Calendar Order of First Reading April 8, 2008
4/3/2008	Senate	Chief Senate Sponsor <u>Sen. William R. Haine</u>

Short Description: CT CLK FEE-CHILDREN WAITING RM

House Sponsors  
Rep. Elaine Nekritz

**Last Action**

Date	Chamber	Action
3/13/2008	House	Placed on Calendar Order of 3rd Reading - Short Debate

**Statutes Amended In Order of Appearance**

705 ILCS 105/27.7

**Synopsis As Introduced**

Amends the Clerks of Courts Act. Provides that a clerk may charge a children's waiting room fee of \$10 (instead of \$5). Effective immediately.

**Actions**

Date	Chamber	Action
2/13/2008	House	Filed with the Clerk by <u>Rep. Elaine Nekritz</u>
2/13/2008	House	<b>First Reading</b>
2/13/2008	House	Referred to <u>Rules Committee</u>
2/20/2008	House	Assigned to <u>Local Government Committee</u>
2/27/2008	House	Do Pass / Short Debate <u>Local Government Committee</u> ; 006-004-000
2/28/2008	House	Placed on Calendar 2nd Reading - Short Debate
3/13/2008	House	<b>Second Reading - Short Debate</b>
3/13/2008	House	Placed on Calendar Order of 3rd Reading - Short Debate

**Bill Status of SB2321 95th General Assembly****Short Description:** CNTY CD-LAW LIBRARY**Senate Sponsors**Sen. Donne E. Trotter - Mattie Hunter**Last Action**

Date	Chamber	Action
2/28/2008	Senate	Placed on Calendar Order of 2nd Reading March 5, 2008

**Statutes Amended In Order of Appearance**55 ILCS 5/5-39001

from Ch. 34, par. 5-39001

**Synopsis As Introduced**

Amends the Counties Code. Provides that the county board may authorize a county law library fee of not more than (i) \$18 in 2008, (ii) \$19 in 2009, and (iii) \$21 in 2010 and thereafter (now, \$13). Effective immediately.

**Actions**

Date	Chamber	Action
2/14/2008	Senate	Filed with Secretary by <u>Sen. Donne E. Trotter</u>
2/14/2008	Senate	<b>First Reading</b>
2/14/2008	Senate	Referred to <u>Rules</u>
2/20/2008	Senate	Assigned to <u>Local Government</u>
2/28/2008	Senate	Do Pass <u>Local Government</u> ; 008-000-000
2/28/2008	Senate	<b>Placed on Calendar Order of 2nd Reading March 5, 2008</b>
3/6/2008	Senate	Added as Chief Co-Sponsor <u>Sen. Mattie Hunter</u>

**Bill Status of SB1965 95th General Assembly****Short Description:** COUNTY JAIL-MEDICAL EXPENSES**Senate Sponsors**Sen. William R. Haine**Last Action**

Date	Chamber	Action
3/12/2008	Senate	Placed on Calendar Order of 2nd Reading March 13, 2008

**Statutes Amended In Order of Appearance**730 ILCS 125/17

from Ch. 75, par. 117

**Synopsis As Introduced**

Amends the County Jail Act. Provides that if a person confined in a county jail is in need of medical services and is determined eligible for medical assistance under the Illinois Public Aid Code at the time the person is detained (rather than has already been determined eligible for medical assistance under the Illinois Public Aid Code at the time the person is initially detained pending trial), the cost of such services, to the extent such cost exceeds \$500, shall be reimbursed by the Department of Healthcare and Family Services under that Code. Provides that "medical expenses" include medical and hospital services but do not include expenses incurred for medical care or treatment provided to a person on account of a self-inflicted injury incurred prior to or in the course of an arrest. Provides that when medical services are required by any person held in custody, the county, private hospital, physician, or any public agency which provides such services shall be entitled to obtain reimbursement from the county. Eliminates the ability of such entities to obtain reimbursement from the Arrestee's Medical Costs Fund. Changes the name of the Arrestee's Medical Costs Fund to the County Jail Medical Costs Fund. Provides that in such cases, the county shall be entitled to obtain reimbursement from the County Jail Medical Costs Fund to the extent moneys are available from the Fund. Provides that moneys in the Fund shall be used solely for reimbursement to the county of costs for medical expenses and administration of the Fund. Effective immediately.

**Actions**

Date	Chamber	Action
2/7/2008	Senate	Filed with Secretary by <u>Sen. William R. Haine</u>
2/7/2008	Senate	First Reading
2/7/2008	Senate	Referred to <u>Rules</u>
3/5/2008	Senate	Assigned to <u>Public Health</u>
3/12/2008	Senate	Do Pass <u>Public Health</u> ; 009-002-000
3/12/2008	Senate	Placed on Calendar Order of 2nd Reading March 13, 2008



**Bill Status of HB1518 95th General Assembly****Short Description:** JUV CT-DELINQUENCY AGE**House Sponsors**Rep. Annazette Collins - Monique D. Davis - Eddie Washington**Last Action**

Date	Chamber	Action
2/6/2008	House	Held on Calendar Order of Second Reading - Short Debate

**Statutes Amended In Order of Appearance**

<u>705 ILCS 405/1-7</u>	from Ch. 37, par. 801-7
<u>705 ILCS 405/1-8</u>	from Ch. 37, par. 801-8
<u>705 ILCS 405/1-9</u>	from Ch. 37, par. 801-9
<u>705 ILCS 405/2-10</u>	from Ch. 37, par. 802-10
<u>705 ILCS 405/3-12</u>	from Ch. 37, par. 803-12
<u>705 ILCS 405/4-9</u>	from Ch. 37, par. 804-9
<u>705 ILCS 405/5-105</u>	
<u>705 ILCS 405/5-120</u>	
<u>705 ILCS 405/5-130</u>	
<u>705 ILCS 405/5-401.5</u>	
<u>705 ILCS 405/5-410</u>	
<u>705 ILCS 405/5-901</u>	
<u>705 ILCS 405/5-905</u>	
<u>705 ILCS 405/5-915</u>	
<u>730 ILCS 5/3-2-5</u>	from Ch. 38, par. 1003-2-5
<u>730 ILCS 5/3-10-7</u>	from Ch. 38, par. 1003-10-7
<u>730 ILCS 5/3-19-5</u>	
<u>730 ILCS 5/5-5-3</u>	from Ch. 38, par. 1005-5-3
<u>730 ILCS 5/5-5-3.2</u>	from Ch. 38, par. 1005-5-3.2
<u>730 ILCS 5/5-6-3</u>	from Ch. 38, par. 1005-6-3
<u>730 ILCS 5/5-6-3.1</u>	from Ch. 38, par. 1005-6-3.1
<u>730 ILCS 5/5-7-1</u>	from Ch. 38, par. 1005-7-1
<u>730 ILCS 5/5-8-1.1</u>	from Ch. 38, par. 1005-8-1.1
<u>730 ILCS 5/5-8-1.2</u>	
<u>730 ILCS 5/5-8-6</u>	from Ch. 38, par. 1005-8-6
<u>730 ILCS 150/2</u>	from Ch. 38, par. 222
<u>730 ILCS 150/3</u>	from Ch. 38, par. 223
<u>730 ILCS 154/5</u>	
<u>730 ILCS 154/10</u>	

**Synopsis As Introduced**

Amends the Juvenile Court Act of 1987, the Unified Code of Corrections, the Sex Offender Registration Act, and the Child Murderer and Violent Offender Against Youth Registration Act. Provides that persons under 18 years of age (rather than under 17 years of age) who commit offenses are subject to the proceedings under the Act for

delinquent minors.

#### Correctional Note (Department of Corrections)

Corrections Population Impact: 257 Youths/399 Inmates (Reduction); Fiscal Impact: \$104,964,100

#### Fiscal Note (Admin Office of the Illinois Courts)

HB 1518, expands the jurisdiction of the Juvenile Court, which would increase the demand for judicial resources for that function. The specific fiscal impact cannot be determined at this time.

#### State Mandates Fiscal Note (Dept. of Commerce & Economic Opportunity)

In the opinion of the Department of Commerce and Economic Opportunity, HB 1518 does not create a State mandate under the State Mandates Act.

#### Actions

Date	Chamber	Action
2/21/2007	House	Filed with the Clerk by <u>Rep. Annazette Collins</u>
2/22/2007	House	<b>First Reading</b>
2/22/2007	House	Referred to <u>Rules Committee</u>
2/27/2007	House	Assigned to <u>Juvenile Justice Reform Committee</u>
3/22/2007	House	Do Pass / Standard Debate <u>Juvenile Justice Reform Committee</u> ; 006-005-000
3/22/2007	House	Placed on Calendar 2nd Reading - Standard Debate
3/22/2007	House	Added Chief Co-Sponsor <u>Rep. Monique D. Davis</u>
3/22/2007	House	Added Chief Co-Sponsor <u>Rep. Eddie Washington</u>
3/23/2007	House	Correctional Note Filed
3/27/2007	House	Fiscal Note Requested by <u>Rep. William B. Black</u>
3/27/2007	House	Fiscal Note Filed
3/27/2007	House	State Mandates Fiscal Note Requested by <u>Rep. Rich Brauer</u>
4/17/2007	House	State Mandates Fiscal Note Filed
4/27/2007	House	Third Reading/Final Action Deadline Extended-9(b) May 3, 2007
5/3/2007	House	Third Reading/Final Action Deadline Extended-9(b) May 10, 2007
5/10/2007	House	Third Reading/Final Action Deadline Extended-9(b) May 18, 2007
5/18/2007	House	Final Action Deadline Extended-9(b) May 25, 2007
5/25/2007	House	Rule 19(a) / Re-referred to <u>Rules Committee</u>
2/6/2008	House	Approved for Consideration <u>Rules Committee</u> ; 003-000-000
2/6/2008	House	Placed on Calendar 2nd Reading - Short Debate
2/6/2008	House	<b>Second Reading - Short Debate</b>
2/6/2008	House	Held on Calendar Order of Second Reading - Short Debate

**Short Description:** LOCAL GOV-SPECIAL USE

**House Sponsors**  
Rep. William B. Black

**Last Action**

Date	Chamber	Action
3/13/2008	House	Placed on Calendar 2nd Reading - Short Debate

**Statutes Amended in Order of Appearance**

55 ILCS 5/5-12009.5

65 ILCS 5/11-13-1.1

from Ch. 24, par. 11-13-1.1

**Synopsis As Introduced**

Amends the Counties Code and the Illinois Municipal Code. Provides that a special use permit may not be granted for a term of more than 5 years. Provides that special use permits granted before the effective date of the amendatory Act expire 5 years after that effective date. Denies home rule powers. Effective immediately.

**Actions**

Date	Chamber	Action
11/2/2007	House	Filed with the Clerk by <u>Rep. William B. Black</u>
11/2/2007	House	First Reading
11/2/2007	House	Referred to <u>Rules Committee</u>
3/5/2008	House	Assigned to <u>Local Government Committee</u>
3/12/2008	House	Do Pass / Short Debate <u>Local Government Committee</u> ; 010-000-000
3/13/2008	House	Placed on Calendar 2nd Reading - Short Debate

Members Bostic/Gordon moved the County Board approve a Request for Approval of Resolution Adopting 2008 Legislative Sub-Committee Recommendations. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

STATE OF ILLINOIS

COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF KURT BOCK  
AS A COMMISSIONER OF THE  
BLOOMINGTON-NORMAL AIRPORT AUTHORITY

WHEREAS, due to the expiration of term of Steve Wannamacher as a Commissioner of the Bloomington/Normal Airport Authority, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 5/3.1, has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Kurt Bock as a Commissioner of the Bloomington-Normal Airport Authority for a term of five years scheduled to expire on April 30, 2013 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Kurt Bock, the Bloomington-Normal Airport Authority, Mr. William Brandt, Attorney for the District, the County Administrator's Office, the County Clerk and the County Auditor.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of April, 2008.

APPROVED:

  
Matt Sorensen  
McLean County Board

ATTEST:

  
Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

Members Bostic/Dean moved the County Board approve a Request for Approval of Appointment to the Bloomington-Normal Airport Authority to replace Mr. Steven J. Wannemacher – Recommendation to be Presented at Executive Committee Stand-Up Meeting. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

—LAND USE AND DEVELOPMENT COMMITTEE:  
Member Gordon, Chairman, presented the following:

RESOLUTION of the McLEAN COUNTY BOARD  
RECOMMENDING THAT THE  
McLEAN COUNTY ZONING ORDINANCE  
BE AMENDED PURSUANT TO ILLINOIS LAW

WHEREAS, pursuant to 55 *ILCS* 5/5-1092, the McLean County Zoning Ordinance may be amended to include the following additional provision regarding inoperable vehicles in the unincorporated area of the County:

“A county board may declare by ordinance inoperable motor vehicles, whether on public or private property, to be a nuisance and authorize fines to be levied for the failure of any person to obey a notice received from the county which states that such person is to dispose of any inoperable motor vehicles under his control, and may authorize a law enforcement agency, with applicable jurisdiction, to remove, after 7 days from the issuance of the county notice, any inoperable motor vehicle or parts thereof. However, nothing in this Section shall apply to any motor vehicle that is kept within a building when not in use, to operable historic vehicles over 25 years of age, or to a motor vehicle on the premises of a place of business engaged in the wrecking or junking of motor vehicles.

As used in this Section, "inoperable motor vehicle" means any motor vehicle from which, for a period of at least 7 days or any longer period of time fixed by ordinance, the engine, wheels or other parts have been removed, or on which the engine, wheels or other parts have been altered, damaged or otherwise so treated that the vehicle is incapable of being driven under its own motor power. "Inoperable motor vehicle" shall not include a motor vehicle which has been rendered temporarily incapable of being driven under its own motor power in order to perform ordinary service or repair operations,” and,

WHEREAS, at its regular meeting on Thursday, April 3, 2008, the Land Use and Development Committee recommended that the McLean County Zoning Ordinance be amended to include the provisions contained in 55 *ILCS* 5/5-1092; and,

WHEREAS, at its regular meeting on Thursday, April 3, 2008, the Land Use and Development Committee further recommended that the provisions contained in 55 *ILCS* 5/5-1092 be transmitted to the McLean County Zoning Board of Appeals with the recommendation of the McLean County Board to amend the McLean County Zoning Ordinance by incorporating 55 *ILCS* 5/5-1092 as a part of the McLean County Zoning Ordinance; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

- (1) The McLean County Board herewith respectfully recommends that the McLean County Zoning Ordinance be amended to include the provisions

contained in 55 ILCS 5/5-1092 as follows:

"A county board may declare by ordinance inoperable motor vehicles, whether on public or private property, to be a nuisance and authorize fines to be levied for the failure of any person to obey a notice received from the county which states that such person is to dispose of any inoperable motor vehicles under his control, and may authorize a law enforcement agency, with applicable jurisdiction, to remove, after 7 days from the issuance of the county notice, any inoperable motor vehicle or parts thereof. However, nothing in this Section shall apply to any motor vehicle that is kept within a building when not in use, to operable historic vehicles over 25 years of age, or to a motor vehicle on the premises of a place of business engaged in the wrecking or junking of motor vehicles.

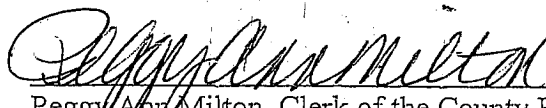
As used in this Section, "inoperable motor vehicle" means any motor vehicle from which, for a period of at least 7 days or any longer period of time fixed by ordinance, the engine, wheels or other parts have been removed, or on which the engine, wheels or other parts have been altered, damaged or otherwise so treated that the vehicle is incapable of being driven under its own motor power. "Inoperable motor vehicle" shall not include a motor vehicle which has been rendered temporarily incapable of being driven under its own motor power in order to perform ordinary service or repair operations."

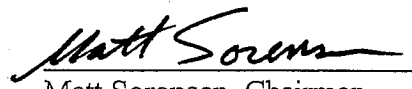
- (2) The McLean County Board herewith respectfully recommends that the provisions contained in 55 ILCS 5/5-1092 be transmitted to the McLean County Zoning Board of Appeals with the recommendation of the McLean County Board to amend the McLean County Zoning Ordinance by incorporating 55 ILCS 5/5-1092 as a part of the McLean County Zoning Ordinance.
- (3) The McLean County Board herewith respectfully recommends that a certified copy of this Resolution be forwarded to the Director of the Building and Zoning Department, the First Civil Assistant State's Attorney and the County Administrator's Office.

ADOPTED by the McLean County Board this 15<sup>th</sup> day of April, 2008.

ATTEST:

APPROVED:

  
 Peggy Ann Milton, Clerk of the County Board,  
 McLean County, Illinois

  
 Matt Sorensen, Chairman  
 McLean County Board

Members Gordon/Ahart moved the County Board approve a Request for Approval of a Resolution Recommending that the McLean County Zoning Ordinance be Amended Pursuant to 55 *ILCS* 5/5-1092. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the General Report could be found on pages 86-92.

PROPERTY COMMITTEE:

Member Bostic, Chairman, stated the following: the Property Committee has no Items to be Presented for Action and the General Report is located on pages 93-99.

**TRANSPORTATION COMMITTEE:**

Member Hoselton, Chairman, presented the following:



**Illinois Department  
of Transportation**

**Illinois Transportation Enhancement Program**

**General Project Information**

Submittal Date: \_\_\_\_\_ ITEP# (assigned by IDOT) \_\_\_\_\_

Project Title: Historic Route 66 Bikepath

Project Funding	
Federal Enhancement Share	<u>\$2,444,000</u>
Sponsor Share	<u>\$624,000</u>
Total Cost	<u>\$3,068,000</u>
<i>For official use only/Non-reimbursable costs are not included</i>	

IDOT District Number(s) (Project Location – refer to Appendix 4) 5

Metropolitan Planning Organization (MPO) McLean County Regional Planning Commission

Mayoral Council(s) \_\_\_\_\_

City/Village \_\_\_\_\_

*Note: List all appropriate counties, congressional and legislative districts for the proposed project.  
(There may be multiple counties/districts)*

County(ies) McLean

Congressional District(s) 11 (Jerry Weller), 15 (Timothy Johnson)

Legislative District(s) \_\_\_\_\_

Representative 87 (Bill Mitchell), 88 (Dan Brady), 105 (Shane Cultra), 106 (Keith Sommer)

Senate 44 (Bill Brady), 53 (Dan Rutherford)

**Sponsor Information**

Project Sponsor (Local Government or state agency) County of McLean

Contact person (Mr./Mrs./Ms.) Mr. Jeff Tracy

Address 102 S. Towanda-Barnes Rd.

City Bloomington Zip 61704

Phone Number 309-663-9445 Fax Number 309-662-8038

E-mail Address jeff.tracy@mcleancountyil.gov

Co-Sponsor(s) if applicable See attachment for co-sponsors and Mayors

Please include Mayor or Village President's name and address below if he/she is not listed as the contact person.



## Project Category Eligibility Checklist

The eligibility criteria listed under each category must be met to qualify for funding. The program categories are explained in detail in Section B. This check list will be used to determine project eligibility. Your project may fall into more than one category. However, check only the one most relevant category.

☒ **Pedestrian/Bicycle Facilities**

- Facilitates transportation from one destination to another
- Included in a local, regional or statewide plan
- Includes signing of facility

☐ **Scenic/Historic Highway Programs (tourist and welcome center facilities)**

- Located on one of the national scenic byways, historic highways or a multi-state historic highway; must be approved by scenic byway organization or highway committee
- Included in scenic byway or historic highway corridor management plan or overall plan (Scenic Overlooks or Tourist/Welcome Centers)
- Located on publicly owned and operated property
- Provides interpretation for the scenic byway or historic highway

☐ **Landscape/Scenic Beautification**

- Located on publicly owned and operated property

☐ **Historic Preservation**

- Related to surface transportation
- Listed on at least one of the five historic designations and located on publicly owned and operated property

☐ **Rehabilitation of Historic Transportation Buildings, Structures or Facilities**

- Related to an active or inactive transportation system
- Listed on at least one of the five historic designations and located on publicly owned and operated property

☐ **Safety/Education activities for Pedestrians/Bicyclists**

- Has regional significance and cannot duplicate other efforts

☐ **Acquisition of Scenic Easements or Scenic/Historic Sites**

- Located on one of the national scenic byways or historic highways and approved by scenic byways organization or highway committee
- Included in Scenic byway or historic highway corridor management plan or overall plan
- Must be maintained for scenic/historic qualities

*(continued on next page)*

## **Project Category Eligibility Checklist** *(continued)*

- ☐ **Preservation of Abandoned Railway Corridors for Conversion to Trails**
  - Facilitates transportation from one destination to another
  - Must be scheduled for construction within the next ten years
  - Must be included in a local, regional or statewide plan
- ☐ **Control and Removal of Outdoor Advertising**
  - Advertising must be non-conforming and on a primary route
- ☐ **Transportation Museums**
  - Must be owned and operated by a not-for-profit or public agency
  - Must be a member of the Illinois Association of Museums
  - Demonstrate sponsor's ability to maintain or establish a museum
  - Consists predominately of transportation-related materials
- ☐ **Environmental mitigation to address water pollution due to highway runoff or reduce vehicle-caused wildlife mortality while maintaining habitat connectivity**
  - Demonstrate mitigation benefits beyond what is considered standard environmental mitigation of a project
  - Identifies source of water pollution in the project application
  - Identifies vegetation management strategies used to improve highway water quality
  - Identifies types of wildlife that would benefit and outline their migration patterns, habitat use and current mortality rates
  - Demonstrates restoration, improvement or maintenance of habitat connectivity
- ☐ **Archeological Planning and Research**
  - Focuses on physical evidence of historic or prehistoric human life or activity relating to surface transportation
  - Demonstrates consistency with the Secretary of the Interior's Standards for Preservation Projects
  - Provides access for the traveling public to ruins, artifacts, structural remains and other physical evidences

## Project Costs

It is critical to your project and IDOT's programming to provide the most accurate information possible. Cost estimates should be prepared by someone familiar with the type of work proposed, such as an engineering firm or architectural firm. **In addition to the summary table below, a detailed cost estimate is required for all submittals.**

Cost Estimates                      Jeff Tracy                      Phone              309-663-  
 Prepared By:                      No:                  9445  
 Agency/Firm:      McLean County Highway Dept

<u>Type of Work</u>	<u>Federal Share</u>	<u>Sponsor Share (Local Match)</u>	<u>Ineligible Items</u>	<u>Totals</u>
Preliminary Engineering I				
Preliminary Engineering II	\$182,000	\$45,500		\$227,500
Right-of-Way Acquisition (50/50)		\$13,000		\$13,000
Utility Relocations				
Construction	\$2,080,000	\$520,000		\$2,600,000
Construction Engineering	\$182,000	\$45,500		\$227,500
<b>Total Project Costs</b>	<b>\$2,444,000</b>	<b>\$624,000</b>		<b>\$3,068,000</b>

Federal Enhancement Share	\$ 2,444,000	<i>(transfer totals from above)</i>
Sponsor Share	\$ 624,000	
Ineligible Items	\$	
Total Project Costs	\$ 3,068,000	

**NOTE: Maximum allowable combined percentages of PE I, PE II and CE is 30% of construction total**

A minimum 20 percent local match is required for all types of work with the exception of right-of-way acquisition which requires a 50 percent local match.

%    Percent local match (for  
 official use only)

## Project Costs *(continued)*

Do you qualify for credits under the Local Agency Federal Flexible Match Program?  
(Refer to Section C and Appendix 6 of the Guidelines Manual.)

☐ Yes

Anticipated eligible amount: \$ \_\_\_\_\_

☒ No

If you have or will be applying for funding through other programs or state agencies for the proposed enhancement project or for the sponsor match, please provide the following information: the agency, type of program and amount of funds.

It is anticipated that we will be applying for a Bike Trail Grant from the DNR once we find out if we will receive funding through the ITEP grant.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **PROJECT DESCRIPTION**

### **Detailed Project Description**

The proposed Route 66 Bikeway would provide a safe and efficient route for non-motorized travel between communities along Historic Route 66 in McLean County. Our goal is to provide a safe avenue for the citizens of McLean County to access the Bloomington-Normal area as well as other communities. This bikeway is planned as an off-road facility that will run parallel to Historic Route 66. While the proposed bikeway is for the most part outside of the Bloomington-Normal metropolitan area it will connect to the two cities Constitution Trail System. This will not only give people from the smaller towns access to Bloomington-Normal it will provide access for the Twin City residents to other communities and natural areas. This project has been divided into 5 sections in order to allow for the construction of the trail as funds become available and at a cost some of the smaller communities in our group can afford. At present we are nearly finished with the Phase I Engineering on the first three sections of our project. It is our intent to have this study approved by the end of 2005. This would allow us to proceed with the Phase II engineering and construction in 2006. The first section that we plan to construct is from the southern edge of Bloomington extending approximately 7.5 miles to Funks Grove. This portion of the trail will connect to Bloomington's Constitution Trail and will extend south through Shirley ending south of Funks Grove.

The project will include engineering, the construction of the trail surface, extension of drainage structures, a trail bridge over Timber Creek and signing of the trail. We chose to improve this section first as it provides access to a very important natural and historic area of McLean County. The Funks Grove area is one of the largest timbered areas in the County as well as the maple sirup camp the Funks Grove Cemetery and Church and the Sugar Grove Nature Center. This project is proposed to be built on existing right-of-way except in one area. It is also our intent to route the trail over Timber Creek just north of the Funks Grove area to a portion of SBI-4, which is the original 1920's alignment that remains in its original condition. This route would require a small amount of right-of-way which we plan to acquire; however should this acquisition present a problem we have plans to relocate this portion of the trail on existing right-of-way so as not to delay the project. We would then feature that portion of SBI-4 as an historic side trip.

### **Describe how the project will improve safety for transportation facility users**

This project will greatly enhance the safety of the users by offering a safe off-road trail. By providing an off-road trail we will be opening up the more rural areas of the county to bikers and hikers who may not be comfortable riding or walking on a roadway that has 55 mile per hour traffic. It will also provide a safe route for families with younger children. We feel this project will provide the safest route possible for a large number of users to experience some of the history of Route 66 and the beauty of rural McLean County.

## Project Status

### Project Relationship

What relationship does your project have with other planned improvements?  
(Check the box that applies to your project)

- ☐ Project is a stand-alone project
- ☐ Project is proposed to be developed and implemented with another project
- ☒ Project is a part of a larger project (not being implemented at the same time)
- ☐ Project is an extension of a completed project
- ☐ Project completes a previously ITEP-funded project

Have funds from the ITEP been previously committed to the proposed enhancement project?

(If yes, list amount of funds and provide explanation for resubmittal)

☐ Yes                      Amount                      \$  
   Received                      \_\_\_\_\_

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☒ No

Have funds from the ITEP been previously committed to any projects related to the proposed enhancement project (If yes, briefly describe relationship.)

☐ Yes                      Amount                      \$318,000  
   Received                      \_\_\_\_\_

These funds were received for the Phase I engineering study for the first 3 Sections of the overall project.

---

☐ No

What is the predicted usage of the facility?

We feel that this trail will be used for the most part by bicyclers traveling what we hope will be a state-wide trail extending from Chicago to St. Louis. This trail will also carry some pedestrian traffic especially near the Cities and Towns it passes through.

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For projects that involve buildings such as a transportation museum or rehabilitation of a historic train depot, please identify who will own and operate the facility.

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**Project Status (continued)**

**Land Acquisition and Easements**

*All applications must have a Right-of-Way/Easement Status box marked*

- ☐ No additional right-of-way or easements are required for project construction
- ☒ Right-of-way or easements will be required. *(Please answer the following if this box is checked.)*

Who currently owns the property to be acquired or leased?

The right-of-way is currently under private ownership but if the right-of-way proves  
difficult to acquire we have an alternate route that stays on existing IDOT right-of-way.

How much property will be purchased or leased? *(List by acreage / number of parcels / Square footage as appropriate)*

Approximately .1 acres

**Project Readiness**

For the proposed project, check all that apply:

- ☒ PE I is underway
- ☐ PE I has been competed
- ☐ PE II is underway
- ☐ PE II has been competed
- ☐ All ROW secured (if there are parcels not yet secured, do not check box)
- ☐ Plans have been approved by appropriate agency
- ☐ Local match has been secured

When do you anticipate construction to begin? (Refer to Sunset Clause – Section H)

Month 06 Year 09

**Public Involvement**

Do you have a governmental resolution in support of the project

- ☒ Yes *(attach copy)*
- ☐ No

Have public meetings been held about this project

- ☒ Yes *(attach summary of public involvement)*
- ☐ No

Project Status (continued)

Are there any adverse impacts?

☐ Yes (please describe) \_\_\_\_\_

☒ No

Does this project have a statement(s) of support or letters of recommendation?

☒ Yes (attach copies)

☐ No

*Note: Limit of three (3) attachments for support of recommendation letters*



## Project Maintenance Plan

IDOT requires a maintenance agreement to be included in all enhancement project agreements. To demonstrate project readiness, the following questions must be answered.

Do you currently have a maintenance plan for this project?

☒ Yes

☐ No

Do you currently have the proper equipment to provide needed maintenance?

☒ Yes

☐ No

Will maintenance be provided by municipal employees or volunteers?

☒ Municipal employees

☐ Volunteers

☐ Other (please

explain)

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How many years does the maintenance plan cover? 20

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Is the maintenance plan for the life of this plan?

☒ Yes

☐ No

This page must be signed for the project to be considered for funding

The project sponsor certifies that it is willing and able to manage, maintain and operate the project. The project sponsor possesses legal authority to nominate the transportation enhancement project and to finance, acquire, and construct the proposed project; and by this assurance the sponsor authorizes the nomination of the transportation enhancement project, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the sponsor to act in connection with the nomination and to provide such additional information as may be required. The project sponsor affirms that, if selected, the project will commence within the time periods defined by the Sunset Clause (refer to Section H) and in accordance with departmental policies.

I certify that the information contained in this transportation enhancement application, including attachments, is accurate and that I have read and understand the information and agree to the assurances on this form.

Name:

Math Sorensen  
Please print

Title:

Chairman, McLean County Board  
Please print

Signature

Math Sorensen

Date: 9.15.2008

Project Sponsor:

County of McLean

## ENTITIES INVOLVED IN PROJECT

City of Chenoa  
Mayor,  
Walter Hetman  
320 Weir  
Chenoa, IL. 61726

City of Lexington  
Mayor,  
John Mohr  
20 E Concord Dr.  
Lexington, IL. 61753

Village of Towanda  
Mayor,  
James Arteman  
PO Box 213  
Towanda, IL. 61776

Town of Normal  
Mayor  
Chris Koos  
1014 S. Fell Ave.  
Normal, IL. 61761

City of Bloomington  
Mayor,  
Steve Stockton  
19 Brompton Ct.  
Bloomington, IL. 61704

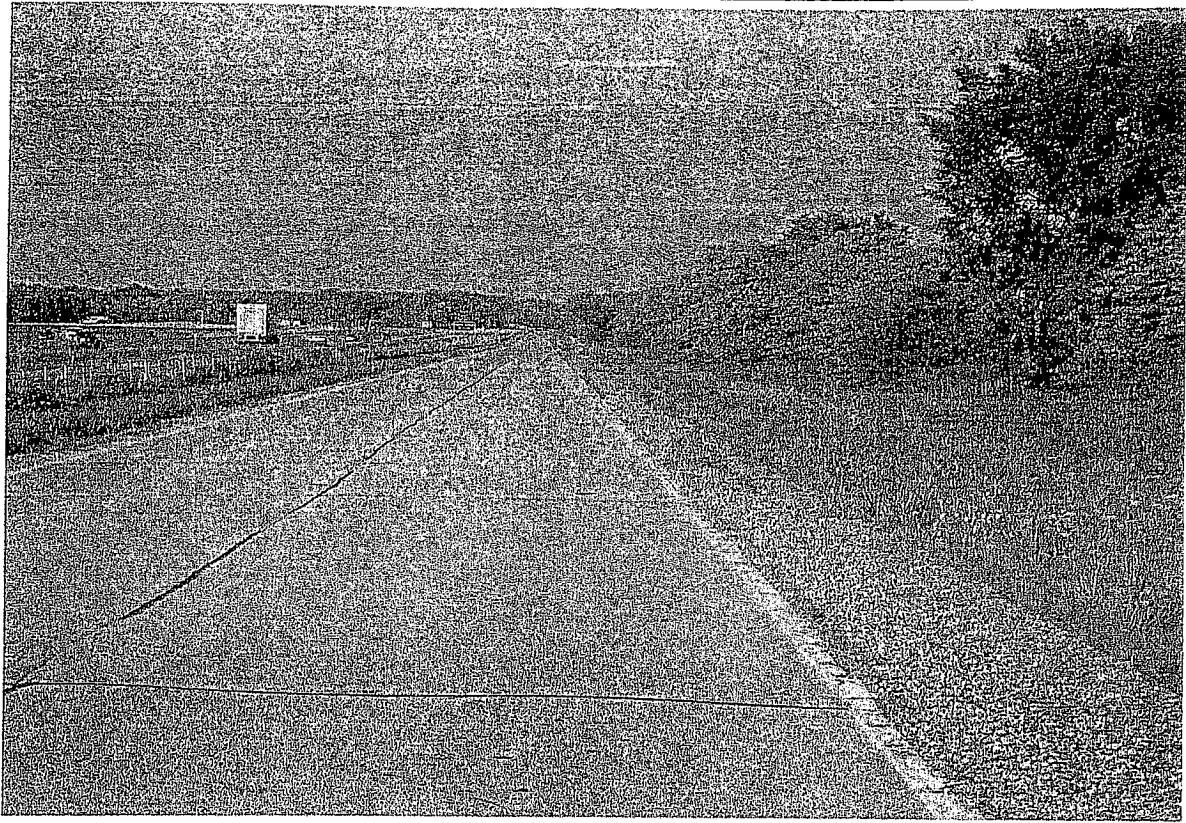
Village of McLean  
Mayor,  
James Adams  
309 W. Morgan St.  
McLean, IL. 61754

County of McLean  
Matt Sorensen, Chairman  
115 E. Washington St.  
PO Box 2400  
Bloomington, IL. 61702

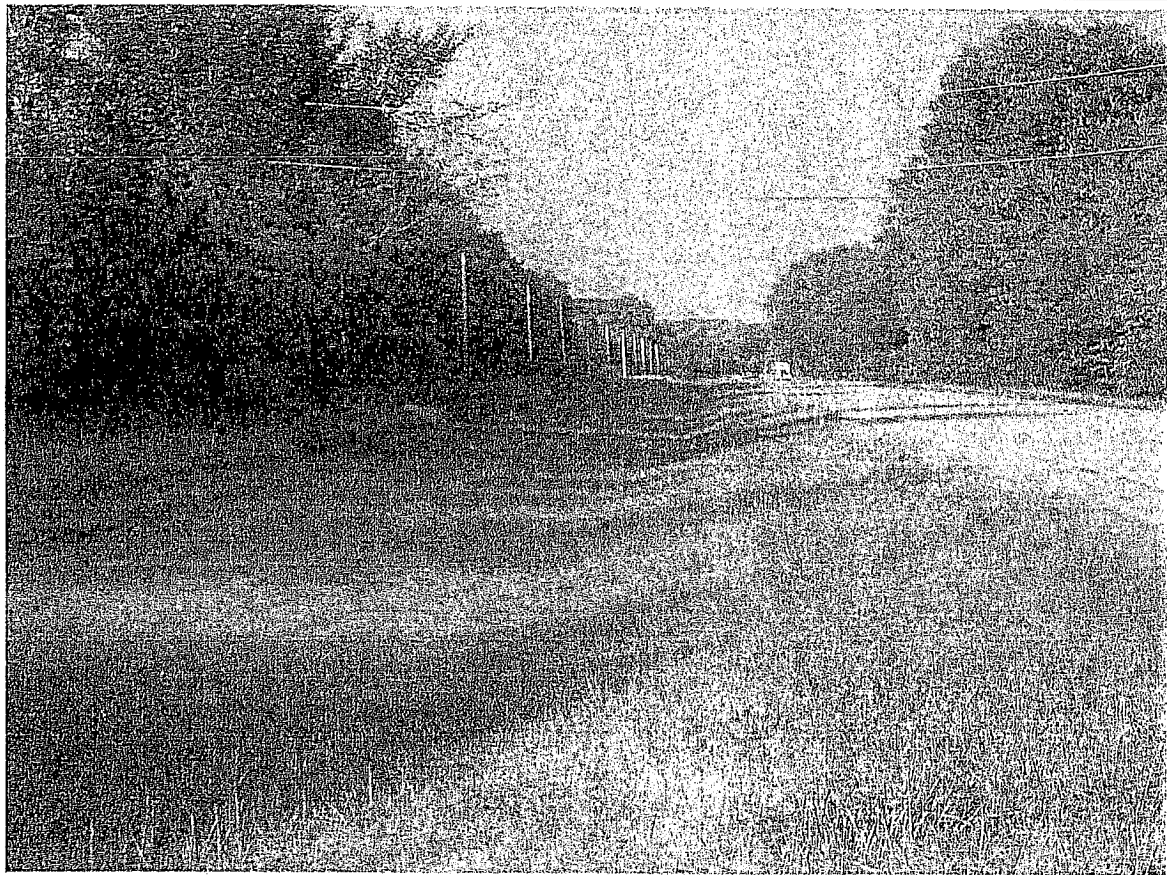
**ESTIMATE OF COST  
HISTORIC ROUTE 66 BIKEWAY**

**BLOOMINGTON TO FUNKS GROVE**

1. Clear and grub	\$11,050
2. Bikeway grading	\$643,000
3. Bikeway subbase, pavement & shoulders	\$1,371,500
4. Drainage	\$153,400
5. Signage	\$4,550
6. Structures	\$312,000
7. Environmental Items	\$52,000
8. Miscellaneous items	0
Total Construction Costs	\$2,548,000
9. Right-of-way	\$13,000
10. Traffic Control & Protection	\$52,000
11. Design Engineering	\$227,500
12. Construction Inspection	\$227,500
Total Project Cost	\$3,068,000



Looking South towards Funks Grove. Trail will be on the right side of the existing roadway.

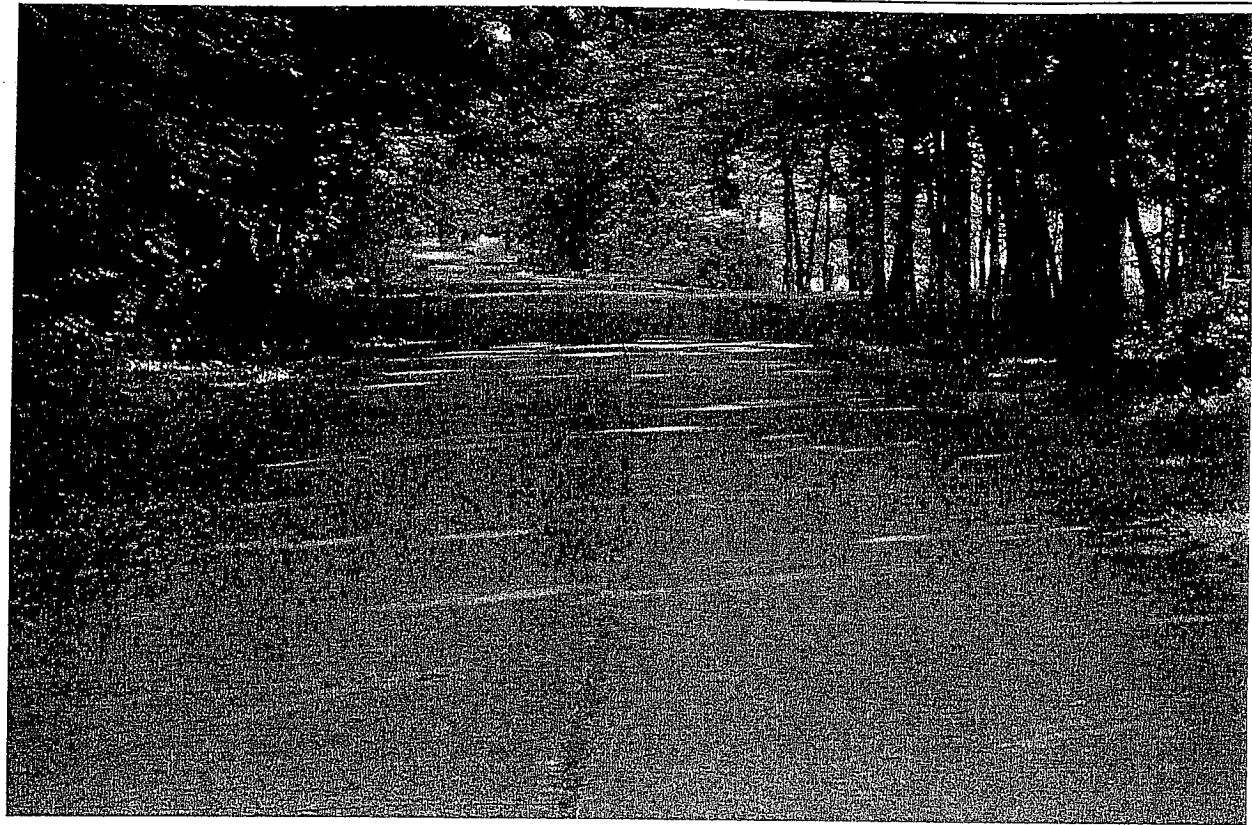


Looking south in the Funks Grove area. The trail will be on left side of road on old northbound lane.

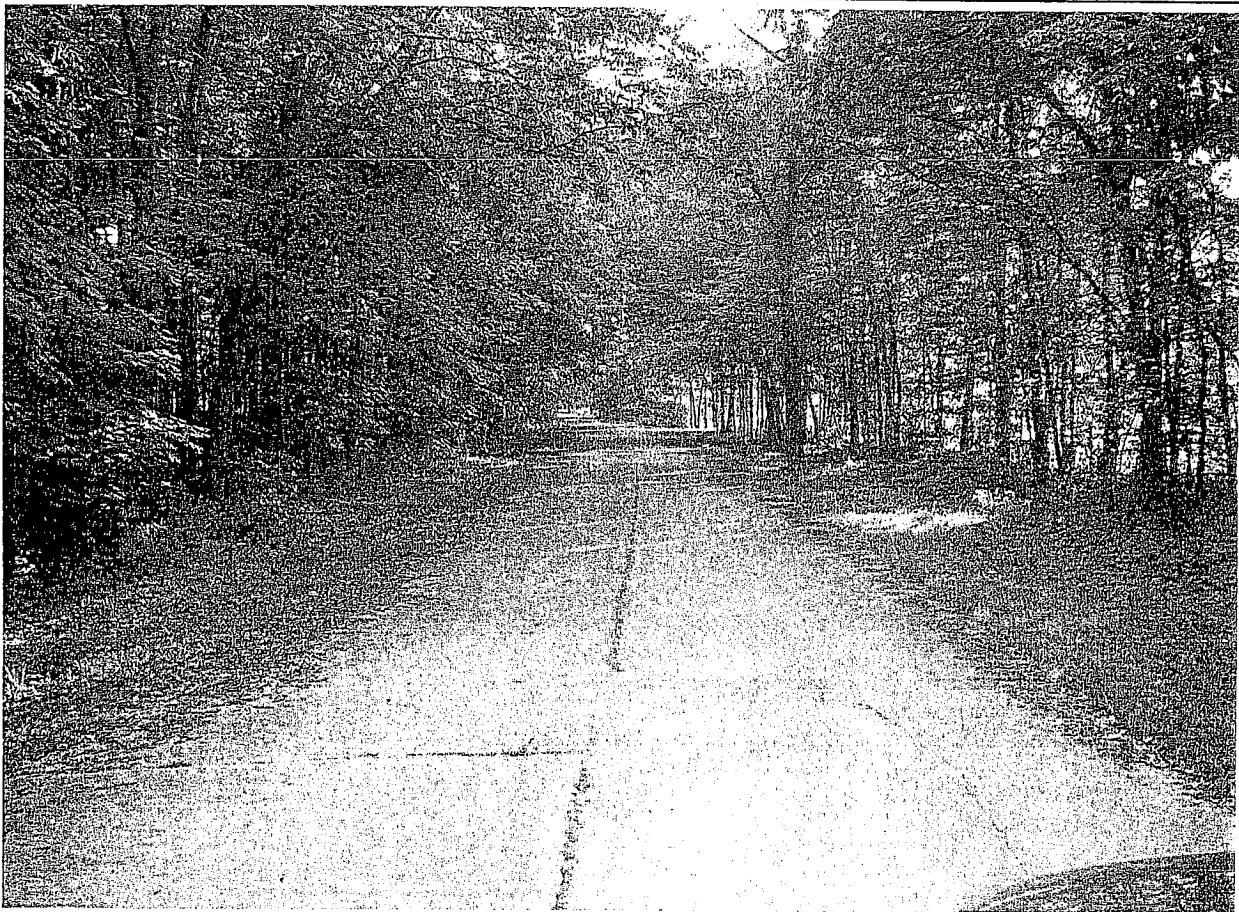
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## HISTORIC ROUTE 66

In the Funks Grove area there is a portion of SBI-4, which is the original 1920's alignment. This small portion of roadway is currently used as a farm access and is in its original condition with no overlays or reconstruction. It is our intent to use this portion of roadway as trail. In order to do this we must obtain a parcel of land that contains approximately 0.2 acres in order to put a bridge across Timber Creek. This alignment is our first choice but should we have any difficulty in obtaining this property we have an alternate alignment that is on IDOT right-of-way and would not require any additional right-of-way so that there will be no delays in the project.



Original pavement of SBI-4 in Funks Grove area.



Original pavement of SBI-4 in Funks Grove area.

# PROPOSED ROUTE 66 BIKEWAY

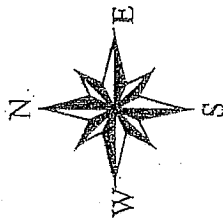
## Legend

Proposed Route 66 Bikeway -  
First Grant Round

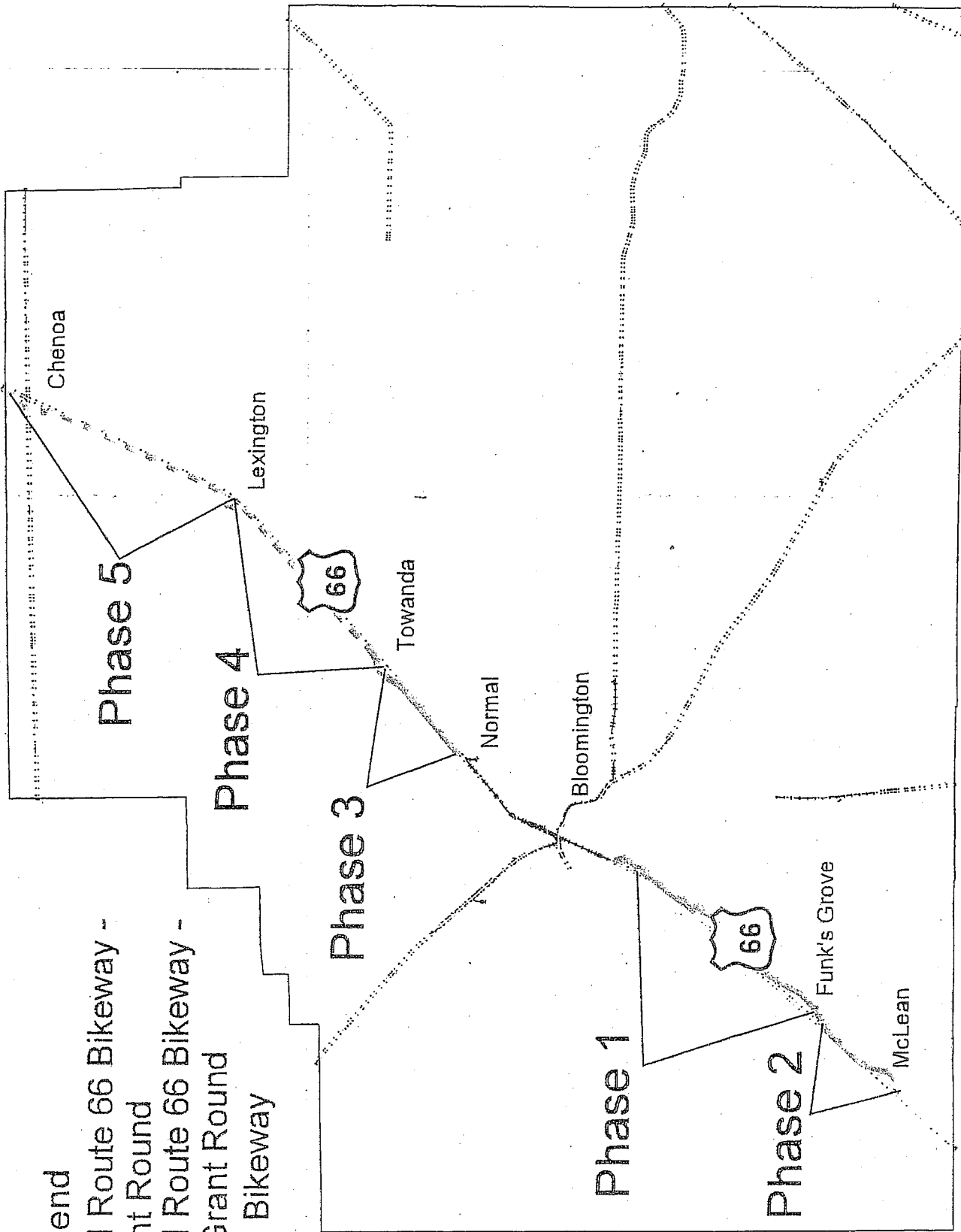
Proposed Route 66 Bikeway -  
Second Grant Round

Proposed Bikeway

Railroad



McLean County  
Regional  
Planning  
Commission





## INTERGOVERNMENTAL AGREEMENT FOR ROUTE 66 BIKEWAY DEVELOPMENT AND MAINTENANCE

This agreement is entered into this 23 day of November, 1999, by and between the McLean County Regional Planning Commission (hereinafter referred to as the Commission), the County of McLean (hereinafter referred to as the County) and the Municipalities of Bloomington, Normal, Chenoa, Lexington, Towanda and McLean (hereinafter referred to as the Municipalities).

In recognition of the potential physical, social, economic and environmental benefits which can be derived from this regional bikeway, the aforementioned parties do hereby mutually agree to enter into this agreement to jointly develop and maintain a bikeway along and within the right of way of Historic Route 66 throughout the entire length of McLean County, subject to the terms and conditions outlined herein.

### ARTICLE I. PROJECT DESCRIPTION

The major portion of the project is to be developed in five phases. Phase I would extend from Southwest Bloomington to Funk's Grove. Starting at the north end of this segment, the proposed Route 66 bikeway would connect to the Constitution Trail system and share a common trailhead at the Pepper Ridge Park and School. The bikeway would extend to the Funk's Grove area and utilize the I-55 rest area at Funk's Grove. Side trips to the Funk's Prairie Home, Historic Route 66 alignment, Sugar Grove Nature Center, and the IDNR nature area would also be available. Other conservation areas could also be accessed by foottrails. Phase II would extend from Funk's Grove to McLean, home of the Route 66 Hall of Fame/Museum at the Dixie Truck Stop. It would also offer a potential connection to Logan County to the South. Phase III would extend from north Normal to Towanda. This segment could connect to the Constitution Trail in Normal. Towanda has a Route 66 walking tour project adjacent to this segment that would provide a rest area as well as enhance the bikeway. It is anticipated that multiple phases will be combined for grant application purposes as outlined in Article III of this agreement.

Phases IV and V extend from Towanda and Lexington to Chenoa, connecting local historic sites and attractions in these communities and offering a potential connection to Livingston County to the North. The Route 66 bikeway would also enable access to Lexington's Historic Route 66 "Memory Lane" area. It is anticipated that grant funding for phases not developed in the initial grant application will be sought in subsequent grant cycles as specified in Article III.

The project would provide for a paved trail surface and all required structures, and would be separated from the roadway whenever practical. Future development could provide for enhancements

to the bikeway, such as for related historic and tourism attractions, signage and waysides, and/or connections to neighboring counties.

## ARTICLE II. RIGHT OF WAY AUTHORIZATION

Formal authorization for use of the Route 66 right-of-way will be sought from the Illinois Department of Transportation to confirm preliminary discussions prior to the commitment of funds.

## ARTICLE III. PROJECT COSTS

Preliminary estimates for project costs, including pavement and structures, are as follows:  
Next round of funding for IDOT Enhancement Program:

Phase I	\$1,431,185	Bloomington - Funk's Grove
Phase II	871,150	Funk's Grove - McLean
Phase III	<u>886,515</u>	Normal - Towanda
Total	\$3,188,850	

Subsequent round(s) of funding for IDOT Enhancement Program:

Phase IV	1,612,170	Towanda - Lexington
Phase V	<u>1,277,535</u>	Lexington - Chenoa
Total	\$2,889,705	

Total of county-wide trail - \$6,078,555

## ARTICLE IV. FUNDING

Funding for this project is programmed as follows:

Illinois Department of Transportation (IDOT) Enhancements Program	80%
Illinois Department of Natural Resources (IDNR) Bikeways Program	10%
Local match from the County and Municipalities	10%

## ARTICLE V. GRANT RECIPIENT

The County shall be the official grant applicant and recipient of any grant funds awarded for this project.

## ARTICLE VI. GRANT APPLICATION

The Commission shall prepare the grant applications on behalf of the County and Municipalities. The County and Municipalities shall provide to the Commission any documentation needed to accompany the grant applications.

## ARTICLE VII. GRANT ADMINISTRATION AND COORDINATION

The County shall administer the grant and coordinate the completion of the project with the assistance of the Commission. This shall include the receipt and disbursement of funds for contractor services including design, construction management, and actual development of the project. It also shall include the monitoring of construction and the completion of any required progress reports to funding agencies. The City of Bloomington and Town of Normal shall provide technical support to the County, as is necessary for the effective administration and management of the project.

## ARTICLE VIII. COST SHARING FOR LOCAL MATCH

The cost sharing ratio for meeting the local match requirement is based on the 1996 population estimates reported by the U. S. Census. Each municipality's percentage of the 1996 population estimate for McLean County is the percentage applied to total project costs to determine each municipality's respective share. The County's percentage share is the ratio of the balance of the County population to the total County population. The respective populations, corresponding percentages and cost shares are listed below:

MATCHING FUND CONTRIBUTIONS:

	1996 pop.	% of county pop.	Phase I	Phase II	Phase III	Total 1st round of grants	Phase IV	Phase V	Total subsequent round(s) of grants	Total for county trail
Bloomington	57,365	41.1	58,821	35,804	36,435	131,060	66,260	52,507	118,767	249,827
Normal	42,655	30.5	43,651	26,570	27,038	97,259	49,171	38,965	88,136	185,395
Chenoa	1,730	1.2	1,717	1,045	1,064	3,826	1,935	1,533	3,468	7,294
Lexington	1,774	1.3	1,861	1,132	1,152	4,145	2,096	1,661	3,757	7,902
Towanda	535	0.4	572	348	355	1,275	645	511	1,156	2,431
McLean	818	0.6	859	523	532	1,914	967	767	1,734	3,648
Total Municipalities	104,877	75.1	107,481	65,423	66,577	239,479	121,074	95,944	217,018	456,497
Balance of County	34,700	24.9	35,636	21,692	22,074	79,402	40,143	31,811	71,954	151,356
Total County	139,577	100	\$143,118	\$87,115	\$88,651	\$318,884	\$161,217	\$127,754	\$288,971	607,853

The County, as official grant applicant, shall be responsible for payments to the State of Illinois and/or contractors and shall be the recipient of grant funding from the State of Illinois.

1. Upon the receipt of appropriate invoicing or contractual agreement of State of Illinois local match grant contributions, contractor services, or other authorized expenditure, the County shall invoice the municipalities for each political subdivision's appropriate share of such costs, based upon this Article. Municipalities shall make payment to the County within 30 days of receipt of invoice.

2. Upon receipt of any grant reimbursement funding from the State of Illinois, the County shall disperse each political subdivision's share, based upon this article, within 30 days of receipt.
3. Upon receipt of any private monetary donations for the specific purpose of assisting in this project, the County shall retain such donations and appropriately apply them to current expenditures or maintain funds for future development phases, decreasing each political subdivision's share of current or future phases of development, based upon this Article. If local match funding for all phases of development has been provided, the County shall disperse each political subdivision's share, based upon this article, within 30 days of the final project phase's completion.

## ARTICLE IX. MAINTENANCE & OPERATIONS

A. Major Repair or Replacement of Capital Facilities. Costs for major repair or replacement of capital facilities shall be shared by all parties to this agreement according to the ratio set forth in Article VIII, so long as this agreement remains in effect, except that the ratios shall be updated as needed to reflect the most recent population counts or Census estimates. The administration and coordination of such projects shall be consistent with that of Article VII.

B. Routine Maintenance. Routine maintenance to insure a safe and usable bikeway shall be performed by the parties to this agreement as follows:

1. Each municipality shall be responsible for routine maintenance of all portions of the bikeway on existing state route right-of-way (ROW) within or contiguous to the municipality's corporate boundaries and all portions of the bikeway within the jurisdiction of said municipality(s). Level of maintenance beyond maintaining a safe and operational bikeway condition shall be at the discretion of each political entity.
2. Additionally, if a municipality annexes or extends its jurisdiction on a portion(s) of the bikeway in its entirety or property contiguous to existing state route right-of-way (ROW) on which the bikeway exists, such annexed, and/or contiguous portions shall transfer to the municipality's jurisdiction and routine maintenance responsibility commencing upon the effective date of the annexation or jurisdictional transfer.
3. The County shall be responsible for routine maintenance along other segments of the bikeway and will seek maintenance participation from respective townships in the form of in-kind or contractual services.
4. Additionally, if a municipality wishes to improve and/or maintain additional sections of the bikeway, jurisdiction and routine maintenance of such portions of the bikeway may be transferred by agreement of the County and the municipality without alteration to this agreement.

## ARTICLE X. IMPROVEMENTS

To provide for a consistent, safe, and efficiently maintained bikeway, any improvements to the bikeway beyond the scope of maintaining the initial development project by the County or

municipalities shall continue to meet ASHTO standards. Any addition to or revision of capital facilities within the bikeway corridor shall require either:

1. Approval of all members to this agreement, prior to initiation of such improvement project; or
2. Changes in bikeway design and construction, regular maintenance, repair, and replacement of capital facility(s), improvements and effected bikeway sections shall become the sole responsibility and jurisdiction of the improving entity.

#### ARTICLE XI. PROPOSED TIME SCHEDULE

Initiation of Phases I through V is proposed to coincide with the next two grant cycles of both the IDOT and IDNR. The application submission period for the IDOT Enhancements program for the initial three phases of this project is July 1, 1999 through November 1, 1999. The application submission period for the IDNR Bikeways Program is January 1, 2000 through March 1, 2000. Grant applications to help fund additional phases will be prepared according to the submission periods designated for subsequent grant cycles. Completion of each Phase of development is contingent upon receipt of IDOT and IDNR funding as outlined in Article IV of this agreement.

#### ARTICLE XII. PERIOD OF AGREEMENT

This agreement shall remain in effect for as long as grant funds for the bikeway are pending or construction is in progress, and for a period of not less than one year. Once construction is complete and grant funds have been expended, this agreement shall be automatically renewed each year on the anniversary date of this agreement for as long as the bikeway is operational or until the agreement is terminated under the provisions of Article XIII.

#### ARTICLE XIII. TERMINATION OF AGREEMENT

This agreement shall become null and void if and when either one of two events occur. It shall become null and void if and when it is determined that requested grant assistance will not be available for this project, or when any one party provides written notification to the Commission at least thirty (30) days prior to the annual renewal date of this agreement, following the expenditure of all grant funds. In the event any one or more, but not all, members elect to terminate this agreement, the remaining party(s) may provide or execute a new agreement to provide for the continued development and/or operation of the bikeway. In such event, the terminating party(s) shall retain responsibilities for routine maintenance as outlined in Article IX, paragraph B of this agreement. Terminating parties shall forfeit any monies invested in the bikeway and shall have no claim to any of the capital facilities which would remain under the joint ownership of the remaining party(s) to this agreement, subject to the terms of a new agreement. In the event all parties mutually agree to

responsibilities for routine maintenance as outlined in Article IX, paragraph B of this agreement. Terminating parties shall forfeit any monies invested in the bikeway and shall have no claim to any of the capital facilities which would remain under the joint ownership of the remaining party(s) to this agreement, subject to the terms of a new agreement. In the event all parties mutually agree to terminate this agreement after the allocated funds have been invested and capital facilities have been developed, the ownership of capital facilities shall be divided according to the provisions of Article XIV.

#### ARTICLE XIV. DIVISION OF CAPITAL FACILITIES

Upon termination of this agreement by the mutual consent of all parties hereto, following the expenditure of grant awards and allocated funds, the capital facilities shall become the property of the respective jurisdictions within which said facilities are located as described in Article IX, paragraph B of this agreement.

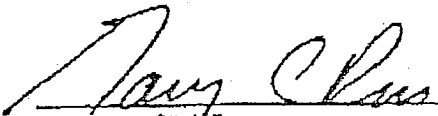
#### ARTICLE XV. MODIFICATIONS

This agreement may be modified by the mutual consent of the parties hereto.

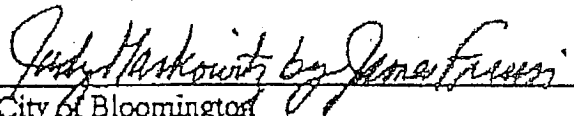
#### ARTICLE XVI. AUTHORIZED SIGNATURES

  
McLean County Regional Planning Commission

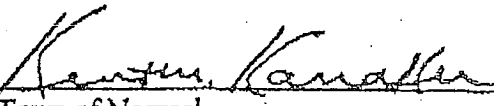
11/23/99  
Date

  
County of McLean

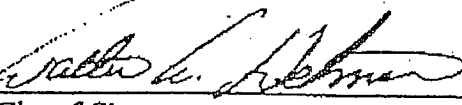
9-21-99  
Date

  
City of Bloomington

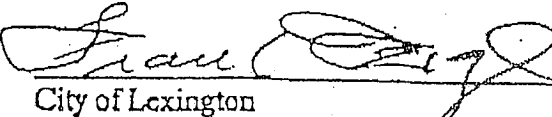
09/14/99  
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Town of Normal

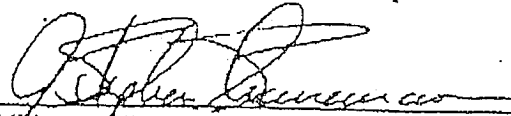
9-9-99  
Date

  
City of Chenoa

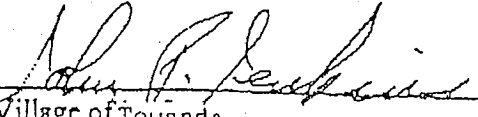
10-21-99  
Date

  
City of Lexington

10-21-99  
Date

  
Village of McLean

10-21-99  
Date

  
Village of Towanda

10-25-99  
Date

RESOLUTION IN SUPPORT OF THE PROPOSED ROUTE 66 BIKEWAY

WHEREAS, the COUNTY OF McLEAN, ILLINOIS, recognizes the need to provide recreational and economic development opportunities, preserve open space, preserve historical resources, and maintain and enhance the quality of life for its citizens, both present and future; and

WHEREAS, the County of McLean, City of Bloomington and the Town of Normal, have adopted the McLean County Regional Greenways Plan, developed by the McLean County Regional Planning Commission in cooperation with the McLean County Greenways Coalition; and

WHEREAS, the McLean County Regional Greenways Plan identified the Route 66 bikeway as a priority greenway, in part because of its local and national historical significance, the potential for providing economic development and recreational opportunities, and in support of alternative modes of transportation for the citizens of the County of McLean; and

WHEREAS, grant funds may be available from the Illinois Department of Transportation (IDOT) and the Illinois Department of Natural Resources (IDNR) which could provide funding for 90% of the bikeway;

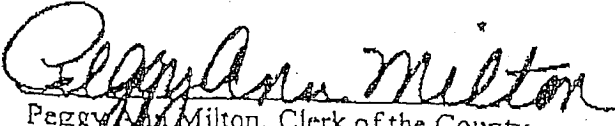
NOW THEREFORE, BE IT RESOLVED by the Members of the County Board of the COUNTY OF McLEAN, ILLINOIS; that the COUNTY OF McLEAN, ILLINOIS supports and is willing to participate in the sponsorship of the Route 66 bikeway project consistent with the adopted McLEAN COUNTY REGIONAL GREENWAYS PLAN and provide a proportionate share of the required matching funds through an Intergovernmental Agreement to be executed in conjunction with local governments adjacent to Route 66 in McLean County. The proportionate share will be determined on the basis of 1996 population figures as follows:

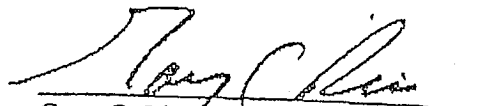
McLean County	24.9 %
Village of Chenoa	1.2 %
Village of McLean	.6 %
Village of Towanda	.4 %
Town of Lexington	1.3 %
Town of Normal	30.5 %
City of Bloomington	41.1 %
	100 %

ADOPTED by the County Board of McLean County, Illinois this 21st day of September, 1999.

ATTEST:

APPROVED:

  
Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois

  
Gary C. Riss, Chairman of the  
County Board of McLean County, Illinois



**AMENDMENT TO THE "INTERGOVERNMENTAL AGREEMENT FOR ROUTE 66 BIKEWAY  
DEVELOPMENT AND MAINTENANCE"**

This amendment is made in accordance with ARTICLE XV (MODIFICATIONS) and pertains to ARTICLES IV, VII, XI and XIII of this agreement. This amendment provides for the additional ten percent match requirement needed to secure the \$255,106 TEA-21 Enhancement Program funding offered by the Illinois Department of Transportation (IDOT) to complete Preliminary Engineering I for Phases I, II, and III of the proposed project.

The additional match is needed due to unavailability of the anticipated ten percent Illinois Department of Natural Resources Bike Path grant funds to finance preliminary engineering. The proportionate cost shares to be provided by the project participants to secure the TEA-21 grants for the engineering of this phase of the project are unchanged from ARTICLE VIII of this agreement and result in the amounts listed below.

<u>Project Contributors</u>	<u>Proportionate Shares (%)</u>	<u>Amounts</u>
Bloomington	41.1	\$26,211
Normal	30.5	19,451
Chenoa	1.2	765
Lexington	1.3	829
Towanda	0.4	255
McLean	0.6	383
Balance of County	24.9	15,880
	100.0	
20% Local Match		63,774
80% IDOT		255,106
Total PE I for Phases I, II, & III		\$318,882

The consent of all parties to amend this agreement as outlined above is authorized by the signatures affixed below.

Sharon H. McGinnis  
McLean County Regional Planning Commission

3/7/01  
Date

[Signature]  
County of McLean

02/12/01  
Date

[Signature]  
City of Bloomington

02/13/01  
Date

[Signature]  
Town of Normal

2/5/01  
Date

[Signature]  
City of Chenoa

1/31/01  
Date

[Signature]  
City of Lexington

1/30/01  
Date

[Signature]  
Village of Towanda

1/31/01  
Date

[Signature]  
Village of McLean

2.6.01  
Date

Date	4/22/01	Page	8
From	LYDIA		
Co.	MCRLPC		
Phone #			
Fax #			

Members Hoselton/Owens moved the County Board approve a Request for Approval of Illinois Transportation Enhancement Program – Historic Route 66 Bikepath Grant Application – Highway Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

9. The undersigned certifies neither the ENGINEER nor I have:

- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
- e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
- g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:

- ☐ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
- ☐ Design and/or approve cofferdams and superstructure shop drawings.
- ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
- ☐ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
- ☐ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- ☐ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
- ☐ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
- ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- ☐ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- ☐ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- ☒ *Develop a corridor report as outlined in attached exhibit D, and utilizing "Design Flexibility and the Stakeholder Involvement Process for Context Sensitive Solutions" as identified in BDE Procedure memorandum 48-06.*

## II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee ☒ CPFF =  $14.5\%[DL + R(DL) + OH(DL) + IHDC]$ , or  
☐ CPFF =  $14.5\%[DL + R(DL) + 1.4(DL) + IHDC]$ , or  
☐ CPFF =  $14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor  
IHDC = In House Direct Costs  
OH = Consultant Firm's Actual Overhead Factor  
R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ \_\_\_\_\_

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

## III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

#### Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Clark Dietz, Inc	37-1212051	\$67,009.69
Sub-Consultants:	TIN Number	Agreement Amount
HDR, Inc.		\$46,000.00
Huff & Huff, Inc.	36-3044842	\$14,988.88
Sub-Consultant Total:		\$61,988.88
Prime Consultant Total:		\$67,009.69
Total for all Work:		\$127,998.58

Executed by the LA:

(Municipality/Township/County)

ATTEST:

By:

*Raymond Milton*  
*McLean County* Clerk

(SEAL)

By:

*Matt Saer*  
*McLean County Board Chairman*

Title:

Executed by the ENGINEER:

ATTEST:

By:

Title:

By:

Title:

# Exhibit A - Preliminary Engineering

Route: \_\_\_\_\_  
 Local Agency: McLean County  
 (Municipality/Township/County)  
 Section: 05-00183-00-ES  
 Project: HPP-3650 (001)  
 Job No.: P-95-347-05

\*Firm's approved rates on file with IDOT'S  
 Bureau of Accounting and Auditing:

Overhead Rate (OH) 180.53 %  
 Complexity Factor (R) 0.07  
 Months 5

## Method of Compensation:

- Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]  
 Cost Plus Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
 Cost Plus Fixed Fee 3 ☐ 14.5%[(2.3 + R)DL + IHDC]  
 Specific Rate ☐  
 Lump Sum ☐

## Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Please refer to attached CECS form and Direct Cost Summary for Prime Consultant (Clark Dietz, Inc.), and Sub-Consultants (HDR, Inc. and Huff & Huff, Inc.)									
Totals		0.00							

## Engineering Payment Report

## 97

# PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME  
PRIME/SUPPLEMENT

Clark Dietz, Inc  
Supplement 1

DATE 03/25/08  
PSB NO.

CONTRACT TERM  
START DATE  
RAISE DATE

5 MONTHS  
4/1/2008  
1/1/2009

OVERHEAD RATE 180.53%  
COMPLEXITY FACTOR 0.07  
% OF RAISE 3.00%

## ESCALATION PER YEAR

4/1/2008 - 8/31/2008

5

5

= 100.00%

= 1.0000

The total escalation for this project would be:

0.00%



FIRM NAME  
PRIME/SUPPLEMENT  
PSB NO.

DATE \_\_\_\_\_

03/25/08

ESCALATION FACTOR

0.00%

PREPARED BY THE AGREEMENTS UNIT

Printed 3/25/2008 11:14 PM

DF-824-039  
REV 12/04  
03/25/08

DATE \_\_\_\_\_

OVERHEAD RATE	1.8053
COMPLEXITY FACTOR	0.07

DBE 0.00%W  
B  
D

PREPARED BY THE AGREEMENTS UNIT

Printed 3/25/2008 11:15 PM

**FIRM** Clark Dietz, Inc.  
**PSB** PRIME/SUPPLEMENT Supplement 1

DATE 03/25/08

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			data collection			mosaic development			environmental data review			drainage evaluation			travel demand modeling		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Director	65.57	45	8.49%	5.57	0			0			0			0			0		
Project Manager	48.32	198	37.36%	18.05	0			0			0			0			0		
Project Engineer	34.57	145	27.36%	9.46	0			0			0			0			0		
Engineer	25.61	40	7.55%	1.93	0			0			0			0			0		
Senior Technician	32.43	0			0			0			0			0			0		
Technician	23.55	0			0			0			0			0			0		
Clerical	20.00	102	19.25%	3.85	0			0			0			0			0		
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
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		0																	
		0																	
		0																	
TOTALS		530	100%	\$38.86	0	0.00%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

**FIRM** Clark Dietz, Inc  
**PSB** \_\_\_\_\_  
**PRIME/SUPPLEMENT** Supplement 1

DATE 03/25/08

SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	fac. type determination & alt.			structural studies			css/public involvement			corridor report			financial investigation report			proj admin & coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Director	65.57	0			0			45	9.62%	6.30	0			0			0		
Project Manager	48.32	0			0			158	33.76%	16.31	0			0			40	64.52%	31.17
Project Engineer	34.57	0			0			145	30.98%	10.71	0			0			0		
Engineer	25.61	0			0			40	8.55%	2.19	0			0			0		
Senior Technician	32.43	0			0			0			0			0			0		
Technician	23.55	0			0			0			0			0			0		
Clerical	20.00	0			0			80	17.09%	3.42	0			0			22	35.48%	7.10
TOTALS		0	0%	\$0.00	0	0%	\$0.00	468	100%	\$38.94	0	0%	\$0.00	0	0%	\$0.00	62	100%	\$38.27

SUMMARY OF ESTIMATED DIRECT EXPENSES			
Clark Dietz			
	Unit Cost	Quantity	Total
<b>A. DATA COLLECTION</b>			
Mileage (6 trips, 140 miles per trip)	\$0.485		\$0.00
Copies (B&W)	\$0.10		\$0.00
Telephone/Fax			\$0.00
Postage	\$1.00		\$0.00
CADD	\$15.00		\$0.00
Miscellaneous			\$0.00
Subtotal			\$0.00
<b>B. MOSAIC DEVELOPMENT</b>			
Mileage	\$0.485		\$0.00
Copies	\$0.10		\$0.00
Telephone/Fax			\$0.00
Postage	\$2.50		\$0.00
CADD	\$15.00		\$0.00
Miscellaneous			\$0.00
Subtotal			\$0.00
<b>C. ENVIRONMENTAL DATA REVIEW</b>			
Mileage (5 trips, 150 miles per trip)	\$0.485		\$0.00
Copies	\$0.10		\$0.00
Telephone/Fax			\$0.00
Postage			\$0.00
CADD	\$15.00		\$0.00
Miscellaneous			\$0.00
Subtotal			\$0.00
<b>D. DRAINAGE EVALUATION</b>			
Mileage (3 trips, 200 miles per trip)	\$0.485		\$0.00
Copies	\$0.25		\$0.00
Telephone/Fax			\$0.00
Postage	\$1.00		\$0.00
CADD	\$15.00		\$0.00
Miscellaneous			\$0.00
Subtotal			\$0.00
<b>E. TRAVEL DEMAND MODELING</b>			
Subtotal			\$0.00
<b>F. FACILITY TYPE DETERMINATION AND ALTERNATE GEOMETRIC STUDIES</b>			
Mileage (7 trips, 200 miles per trip)	\$0.485		\$0.00
Plotting (24x36)	\$6.00		\$0.00
Copies (B&W)	\$0.10		\$0.00
Copies (color 8.5x11)	\$1.00		\$0.00
Postage (package delivery)	\$10.00		\$0.00
CADD	\$15.00		\$0.00
Miscellaneous			\$0.00
Subtotal			\$0.00
<b>G. STRUCTURAL STUDIES</b>			
Mileage (3 trips, 150 miles per trip)	\$0.485		\$0.00
Copies	\$0.10		\$0.00
Telephone/Fax			\$0.00
Postage			\$0.00
CADD	\$15.00		\$0.00
Miscellaneous			\$0.00
Subtotal			\$0.00
<b>H. CONTEXT SENSITIVE SOLUTIONS/PUBLIC INVOLVEMENT</b>			
Mileage (6 trips, 120 miles per trip)	\$0.485	720	\$349.20
Copies (B&W)	\$0.10	250	\$25.00
Telephone/Fax			\$0.00
Postage			\$0.00
CADD	\$15.00	30	\$450.00
Miscellaneous			\$0.00
Subtotal			\$824.20
<b>I. CORRIDOR REPORT</b>			
Mileage (4 trips, 140 miles per trip)	\$0.485		\$0.00
Copies (B&W)	\$0.10		\$0.00
Copies (color 8.5x11)	\$1.00		\$0.00
Postage	\$10.00		\$0.00
CADD	\$15.00		\$0.00
Miscellaneous			\$0.00
Subtotal			\$0.00
<b>J. FINANCIAL INVESTIGATION PLAN</b>			
Subtotal			\$0.00
<b>K. PROJECT ADMINISTRATION AND COORDINATION</b>			
Mileage (10 trips, 120 miles per trip)	\$0.485	1200	\$582.00
Copies (B&W)	\$0.10	600	\$60.00
Telephone/Fax			\$0.00
Postage	\$0.20	740	\$148.00
CADD	\$15.00		\$0.00
Miscellaneous			\$0.00
Subtotal			\$790.00
<b>TOTAL</b>			
			\$1,614.20

# PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME  
PRIME/SUPPLEMENT

HDR  
Supplement 1

DATE 03/25/08  
PSB NO.

CONTRACT TERM  
START DATE  
RAISE DATE

5 MONTHS  
4/1/2008  
1/1/2009

OVERHEAD RATE 154.04%  
COMPLEXITY FACTOR 0.07  
% OF RAISE 3.00%

## ESCALATION PER YEAR

4/1/2008 - 8/31/2008

5

= 100.00%  
= 1.0000

The total escalation for this project would be:

0.00%



DF-824-039  
REV 12/04  
03/25/08

HDR

OVERHEAD RATE  
COMPLEXITY·FACTOR

$$\frac{1.5404}{0.07}$$

DATE \_\_\_\_\_

REV 12/04  
03/25/08

REV 12/04  
03/25/08

## Supplement 1

DBE 0.00%

DBE 0.00%

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## AVERAGE HOURLY PROJECT RATES

FIRM HDR  
PSB  
PRIME/SUPPLEMENT Supplement 1

DATE 03/25/08

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			data collection			mosaic development			environmental data review			drainage evaluation			travel demand modeling		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	70.00	0			0			0			0			0			0		
Project Manager IV	63.35	150	48.86%	30.95	0			0			0			0			0		
Civil Engineer IV	38.31	84	27.36%	10.48	0			0			0			0			0		
Civil Engineer III	33.10	50	16.29%	5.39	0			0			0			0			0		
Civil Engineer II	27.83	0			0			0			0			0			0		
Clerical IV	27.14	23	7.49%	2.03	0			0			0			0			0		
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		307	100%	\$48.86	0	0.00%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

03/25/08

4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	fac. type determination & alt.			structural studies			css/public involvement			corridor report			financial investigation report			proj admin & coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	70.00	0			0			0			0			0			0		
Project Manager IV	63.35	0			0			130	46.26%	29.31	0			0			20	76.92%	48.73
Civil Engineer IV	38.31	0			0			84	29.89%	11.45	0			0			0		
Civil Engineer III	33.10	0			0			50	17.79%	5.89	0			0			0		
Civil Engineer II	27.83	0			0			0			0			0			0		
Clerical IV	27.14	0			0			17	6.05%	1.64	0			0			6	23.08%	6.26
TOTALS		0	0%	\$0.00	0	0%	\$0.00	281	100%	\$48.29	0	0%	\$0.00	0	0%	\$0.00	26	100%	\$54.99

East Side Highway Phase I Engineering Study McLean County, Illinois			
SUMMARY OF ESTIMATED DIRECT EXPENSES			
Supplement #1			
HDR Engineering, Inc.			
	Unit Cost	Quantity	Total
<b>A. DATA COLLECTION</b>			
1 Mileage	\$0.485		\$0.00
1 Meals			\$0.00
1 Copies (B&W)	\$0.10		\$0.00
1 Telephone/Fax			\$0.00
1 Postage	\$1.00		\$0.00
1 CADD	\$15.00		\$0.00
1 Miscellaneous			\$0.00
1 Subtotal			\$0.00
<b>B. MOSAIC DEVELOPMENT</b>			
1 Mileage	\$0.485		\$0.00
1 Meals			\$0.00
1 Copies	\$0.10		\$0.00
1 Telephone/Fax			\$0.00
1 Postage			\$0.00
1 CADD	\$15.00		\$0.00
1 Miscellaneous			\$0.00
1 Subtotal			\$0.00
<b>C. ENVIRONMENTAL DATA REVIEW</b>			
1 Mileage	\$0.485		\$0.00
1 Meals			\$0.00
1 Copies	\$0.10		\$0.00
1 Telephone/Fax			\$0.00
1 Postage			\$0.00
1 CADD	\$15.00		\$0.00
1 Miscellaneous			\$0.00
1 Subtotal			\$0.00
<b>D. DRAINAGE EVALUATION</b>			
1 Mileage	\$0.485		\$0.00
1 Meals			\$0.00
1 Copies	\$0.10		\$0.00
1 Telephone/Fax			\$0.00
1 Postage			\$0.00
1 CADD	\$15.00		\$0.00
1 Miscellaneous			\$0.00
1 Subtotal			\$0.00
<b>E. TRAVEL DEMAND MODELING</b>			
1 Mileage	\$0.485		\$0.00
1 Plotting (24x36)	\$5.00		\$0.00
1 Copies (B&W)	\$0.10		\$0.00
1 Copies (color 8.5x11)	\$1.00		\$0.00
1 Copies (color 11x17)	\$2.00		\$0.00
1 CADD	\$15.00		\$0.00
1 Miscellaneous (travel - see note below)	\$2,570.00		\$0.00
1 Subtotal			\$0.00
<b>F. FACILITY TYPE DETERMINATION AND ALTERNATE GEOMETRY</b>			
1 Mileage	\$0.485		\$0.00
1 Plotting (24x36)	\$5.00		\$0.00
1 Copies (B&W)	\$0.10		\$0.00
1 Copies (color 8.5x11)	\$1.00		\$0.00
1 Postage (package delivery)	\$10.00		\$0.00
1 CADD	\$15.00		\$0.00
1 Miscellaneous			\$0.00
1 Subtotal			\$0.00
<b>G. STRUCTURAL STUDIES</b>			
1 Mileage	\$0.485		\$0.00
1 Meals			\$0.00
1 Copies	\$0.10		\$0.00
1 Telephone/Fax			\$0.00
1 Postage			\$0.00
1 CADD	\$15.00		\$0.00
1 Miscellaneous			\$0.00
1 Subtotal			\$0.00
<b>H. CONTEXT SENSITIVE SOLUTIONS/PUBLIC INVOLVEMENT</b>			
1 Mileage (6 trips, 300 miles per trip)	\$0.485	1800	\$873.00
1 Meals			\$0.00
1 Copies (B&W)	\$0.10	507	\$50.70
1 Telephone/Fax			\$0.00
1 Postage			\$0.00
1 CADD	\$15.00	74	\$1,110.00
1 Miscellaneous			\$0.00
1 Subtotal			\$2,033.70
<b>I. CORRIDOR REPORT</b>			
1 Mileage	\$0.485		\$0.00
1 Meals			\$0.00
1 Copies (B&W)	\$0.10		\$0.00
1 Copies (color 8.5x11)	\$1.00		\$0.00
1 Postage			\$0.00
1 CADD	\$15.00		\$0.00
1 Miscellaneous			\$0.00
1 Subtotal			\$0.00
<b>J. FINANCIAL INVESTIGATION PLAN</b>			
1 Mileage	\$0.485		\$0.00
1 Meals			\$0.00
1 Copies	\$0.10		\$0.00
1 Telephone/Fax			\$0.00
1 Postage (package delivery)	\$10.00		\$0.00
1 CADD	\$15.00		\$0.00
1 Miscellaneous			\$0.00
1 Subtotal			\$0.00
<b>K. PROJECT ADMINISTRATION AND COORDINATION (assume 15 trips)</b>			
1 Mileage (2 trips, 300 miles per trip)	\$0.485	600	\$291.00
1 Meals			\$0.00
1 Copies (B&W)	\$0.10	200	\$20.00
1 Telephone/Fax			\$0.00
1 Postage			\$0.00
1 CADD	\$15.00		\$0.00
1 Miscellaneous			\$0.00
1 Subtotal			\$311.00
<b>TOTAL</b>			<b>\$2,344.70</b>

# PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME PRIME/SUPPLEMENT	Huff & Huff, Inc.	DATE PSB NO.	03/19/08
CONTRACT TERM START DATE RAISE DATE	5 MONTHS 04/01/08 01/01/09	OVERHEAD RATE COMPLEXITY FACTOR % OF RAISE	145.00% 3.00%

## ESCALATION PER YEAR

04/01/08 - 08/31/08				
5				
5				

= 100.00%  
= 1.0000

The total escalation for this project would be:

0.00%

## PAYROLL RATES

FIRM NAME  
PRIME/SUPPLEMENT  
PSB NO.

Huff & Huff, Inc.  
Supp.

DATE 03/19/08

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	PROPOSED RATE	CALCULATED RATE	DIFF
Principal	\$60.20		\$60.20	\$60.20
Senior Associate	\$54.00		\$54.00	\$54.00
Senior Project Manager	\$43.28		\$43.28	\$43.28
Senior Engineer II	\$35.61		\$35.61	\$35.61
Senior Engineer I	\$36.00		\$36.00	\$36.00
Senior Scientist IV	\$39.50		\$39.50	\$39.50
Senior Scientist III	\$34.70		\$34.70	\$34.70
Senior Scientist II	\$27.56		\$27.56	\$27.56
Senior Scientist I	\$24.50		\$24.50	\$24.50
Senior Geologist I	\$30.24		\$30.24	\$30.24
Project Engineer II	\$28.78		\$28.78	\$28.78
Project Engineer I	\$23.94		\$23.94	\$23.94
Wetland Scientist III	\$19.48		\$19.48	\$19.48
Wetland Scientist II	\$18.20		\$18.20	\$18.20
Wetland Scientist I	\$17.08		\$17.08	\$17.08
Project Scientist II	\$19.23		\$19.23	\$19.23
Project Geologist I	\$24.04		\$24.04	\$24.04
Senior CADD I	\$29.36		\$29.36	\$29.36
CADD II	\$20.80		\$20.80	\$20.80
CADD I	\$14.92		\$14.92	\$14.92
Admin. Manager I	\$26.94		\$26.94	\$26.94
Administrative II	\$17.20		\$17.20	\$17.20
			\$0.00	\$0.00
			\$0.00	\$0.00

**COST PLUS FIXED FEE**  
**COST ESTIMATE OF CONSULTANT SERVICES**

FIRM	Huff & Huff, Inc.	DATE	03/19/08
PSB		OVERHEAD RATE	1.45
PRIME/SUPPLEMENT	Supp.	COMPLEXITY FACTOR	0.008

[illegible]

DBE 0.00%

DBE

PREPARED BY THE AGREEMENTS UNIT

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DATE 03/19/08

SHEET 1 OF 1


PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES										09-CSS/PI																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg				
Principal	60.20	50	41.32%	24.88	50	41.32%	24.88																						
Senior Associate	54.00	0																											
Senior Project Manager	43.28	0																											
Senior Engineer II	35.61	40	33.06%	11.77	40	33.06%	11.77																						
Senior Engineer I	36.00	0																											
Senior Scientist IV	39.50	0																											
Senior Scientist III	34.70	0																											
Senior Scientist II	27.56	0																											
Senior Scientist I	24.50	0																											
Senior Geologist I	30.24	0																											
Project Engineer II	28.78	0																											
Project Engineer I	23.94	0																											
Wetland Scientist III	19.48	0																											
Wetland Scientist II	18.20	0																											
Wetland Scientist I	17.08	0																											
Project Scientist II	19.23	0																											
Project Geologist I	24.04	0																											
Senior CADD I	29.36	0																											
CADD II	20.80	15	12.40%	2.58	15	12.40%	2.58																						
CADD I	14.92	0																											
Admin. Manager I	26.94	0																											
Administrative II	17.20	16	13.22%	2.27	16	13.22%	2.27																						
		0																											
		0																											
		0																											
		0																											
		0																											
TOTALS		121	100%	\$41.50	121	100.00%	\$41.50																						

# SUMMARY OF INHOUSE DIRECT COSTS

Project: CDI - ESH - CSS Supp#1

				<u>DIRECT</u>			
<b>Task 09-CSS/PI</b>							
Trips	260 miles	x	5 x \$	0.505	=	\$	656.50
Trips	30 miles	x	4 x \$	0.505	=	\$	60.60
Reproduction	35 miles	x	4 x \$	0.505	=	\$	70.70
Color copies	0 sets	x	0 x \$	0.12	=	\$	-
Photo sheets	0 sets	x	0 x \$	0.12	=	\$	-
CAD Plots			0 x \$	3.60	=	\$	-
			0 x \$	-	=	\$	-
				<hr/>			
				Task Total			
				\$ 787.80			



 <b>Illinois Department of Transportation</b>		Local Agency <b>McLean County</b>	State Contract	Day Labor	Local Contract <b>X</b>	RR Force Account
<b>Local Agency Amendment #2</b> <b>for Federal Participation</b>		Section <b>05-00183-00-ES</b>	Fund Type <b>HPS, STU</b>	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		<b>P-95-347-05</b>	<b>HPP-3650(001)</b>		

This Amendment is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

#### Amended Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		( )		( )		( )	
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering	928,000	( * )		( )	300,000	( Bal )	1,228,000
Construction Engineering		( )		( )		( )	
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
TOTAL	\$ 928,000		\$		\$ 300,000		\$ 1,228,000

\*80% High Priority Funds NTE \$800,000 to be used first and STU funds  
NTE \$128,000 to be used second

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

APPROVED

Name Matt Sorensen

Title McLean County Board Chairman  
County Board Chairperson/Mayor/Village President/etc.

Signature *Matt Sorensen*

Date 4.15-2008

TIN Number \_\_\_\_\_

APPROVED

State of Illinois  
Department of Transportation

Milton R. Sees, Secretary of Transportation

Date \_\_\_\_\_

Christine M. Reed, Director of Highways/Chief Engineer

Ellen J. Schanzle-Haskins, Chief Counsel

Ann L. Schneider, Director of Finance and Administration

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this Amendment is required.

Members Hoselton/Dean moved the County Board approve a Request for Approval of East Side Highway Study – Context Sensitive Solution – Highway Department  
(1) Revised – Engineering Agreement  
(2) Revised – IDOT Federal Aid Agreement  
Clerk Milton shows all Members present except Member Moss voting in favor of the Motion. Motion carried.

Member Hoselton, Chairman, presented the following:

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY  
FOR AWARD OF COUNTY AND ROAD DISTRICT MOTOR FUEL TAX PROJECT**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on April 1, 2008, for a letting held on March 20, 2008 for McLean County and Twenty-eight (28) Road District 2008 MFT Maintenance Sections, and,

WHEREAS, the Transportation Committee duly approved the bids on April 1, 2008, now, therefore,

BE IT RESOLVED by the County Board of McLean County that they award the following materials subject to IDOT approval due to a responsible bidder protest:

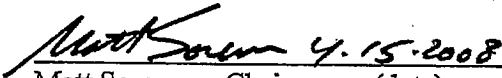
**2008 COUNTY & ROAD DISTRICTS MFT MAINTENANCE SECTIONS:**

**Beniach Construction Co, Inc, PO Box 20, Tuscola, Illinois, was the successful bidder on the following sections:**

Downs RD.....	Sec 08-14000-00-GM .....	GR 2	@	\$54,775.00
Gridley RD.....	Sec 08-18000-00-GM .....	GR 1A	@	\$24,000.00
West RD.....	Sec 08-29000-00-GM .....	GR 2A	@	\$29,810.00

**Rowe Construction Co, a Div of RA Cullinan & Son, Inc, 1523 N Cottage Ave, PO Box 609, Bloomington, Illinois, was the successful bidder on the following sections:**

McLean County.....	Sec 08-00000-00-GM .....	GR 2	@	\$187,979.00
Allin RD.....	Sec 08-01000-00-GM .....	GR 1A	@	\$18,440.23
Bellflower RD.....	Sec 08-04000-00-GM .....	GR 2A	@	\$70,106.00
Dale RD.....	Sec 08-11000-00-GM .....	GR 2A	@	\$58,247.00
Danvers RD.....	Sec 08-12000-00-GM .....	GR 2	@	\$63,545.00
Mount Hope RD.....	Sec 08-24000-00-GM .....	GR 2	@	\$75,888.00
Normal RD.....	Sec 08-25000-00-GM .....	GR 2A	@	\$29,520.00
Old Town RD.....	Sec 08-26000-00-GM .....	GR 2	@	\$94,170.00
Randolph RD.....	Sec 08-27000-00-GM .....	GR 2	@	\$61,047.00

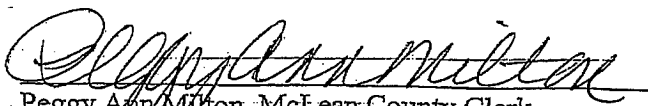
  
Matt Sorensen, Chairman (date)

STATE OF ILLINOIS     ]  
                                  ]     SS  
COUNTY OF MCLEAN    ]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on April 15, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County, this 15<sup>th</sup> day of April A.D., 2008.

[SEAL]

  
Peggy Ann Milton, McLean County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT  
MARCH 20, 2008 (10:00 a.m.)

McLEAN COUNTY

Sec. 08-00000-00-GM-GR 2

ITEMS  
Bituminous Materials CRS-2  
Cover Coat Agg CA-14  
Cover Coat Agg CA-15  
Seal Coat Agg CA-15 or CA-16  
Seal Coat Agg CA-15 or CA-16

DELIVERY UNIT QUANTITY  
On Road Gal 90,000  
Load & Spread Sq Yd 55,400  
Furn & Spread Ton 1,100  
Seal Coat Agg CA-15 or CA-16 Sq Yd 26,000  
Furn & Spread Ton 900

ENGINEERS ESTIMATE  
TOTAL \$157,500.00  
UNIT PRICE \$1.75  
TOTAL \$8,964.00  
UNIT PRICE \$0.16  
TOTAL \$26,400.00  
UNIT PRICE \$0.14  
TOTAL \$3,640.00  
UNIT PRICE \$0.11  
TOTAL \$19,800.00  
UNIT PRICE \$17.75  
TOTAL \$216,204.00

ROWE BID BOND  
UNIT PRICE TOTAL  
\$1.61 \$144,900.00  
\$0.11 \$8,094.00  
\$0.13 \$22,550.00  
\$0.13 \$3,380.00  
\$19.30 \$17,370.00  
\$196,302.00

BENIACH BID BOND  
UNIT PRICE TOTAL  
\$1.82 \$145,800.00  
\$0.13 \$7,202.00  
\$0.13 \$22,550.00  
\$0.13 \$3,380.00  
\$19.30 \$17,370.00  
\$196,302.00

STEPPENS 3-D BID CHECK  
UNIT PRICE TOTAL  
\$1.58 \$142,200.00  
\$0.11 \$6,094.00  
\$0.11 \$22,000.00  
\$0.11 \$2,860.00  
\$20.00 \$18,000.00  
\$191,154.00

UC PAVING  
UNIT PRICE TOTAL  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00

ALLIN ROAD DISTRICT

Sec. 08-01000-00-GM-GR 1A

ITEMS  
Bituminous Materials PG 46-28  
Seal Coat Agg CA-15/16

DELIVERY UNIT QUANTITY  
On Road Gal 4,900  
Load & Spread Sq Yd 16,333

ENGINEERS ESTIMATE  
TOTAL \$12,250.00  
UNIT PRICE \$2.50  
TOTAL \$5,716.55  
UNIT PRICE \$0.35  
TOTAL \$17,966.55

BENIACH BID BOND  
UNIT PRICE TOTAL  
\$3.26 \$15,974.00  
\$0.42 \$6,869.86  
\$22,843.86

ROWE BID BOND  
UNIT PRICE TOTAL  
\$2.78 \$13,720.00  
\$0.31 \$5,053.23  
\$18,440.23

STEPPENS 3-D BID CHECK  
UNIT PRICE TOTAL  
\$2.80 \$13,720.00  
\$0.50 \$6,166.50  
\$21,886.50

UC PAVING  
UNIT PRICE TOTAL  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00

ALLIN ROAD DISTRICT

Sec. 08-01000-00-GM-GR 2A

ITEMS  
Bituminous Materials PG 46-28  
Seal Coat Agg CA-15/16

DELIVERY UNIT QUANTITY  
On Road Gal 7,100  
Load & Spread Sq Yd 23,667

ENGINEERS ESTIMATE  
TOTAL \$15,620.00  
UNIT PRICE \$2.20  
TOTAL \$4,733.40  
UNIT PRICE \$0.20  
TOTAL \$20,353.40

BENIACH BID BOND  
UNIT PRICE TOTAL  
\$2.54 \$18,034.00  
\$0.16 \$3,786.72  
\$21,820.72

ROWE BID BOND  
UNIT PRICE TOTAL  
\$2.38 \$16,898.00  
\$0.18 \$4,250.06  
\$21,158.06

STEPPENS 3-D BID CHECK  
UNIT PRICE TOTAL  
\$2.25 \$15,975.00  
\$0.20 \$4,733.40  
\$20,708.40

UC PAVING  
UNIT PRICE TOTAL  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00

ANCHOR ROAD DISTRICT

Sec. 08-02000-00-GM-GR 2A

ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg CA-15/16

DELIVERY UNIT QUANTITY  
On Road Gal 27,300  
Load & Spread Sq Yd 63,500

ENGINEERS ESTIMATE  
TOTAL \$45,045.00  
UNIT PRICE \$1.65  
TOTAL \$7,620.00  
UNIT PRICE \$0.12  
TOTAL \$52,665.00

BENIACH BID BOND  
UNIT PRICE TOTAL  
\$1.62 \$44,226.00  
\$0.12 \$7,620.00  
\$51,846.00

ROWE BID BOND  
UNIT PRICE TOTAL  
\$1.69 \$46,137.00  
\$0.11 \$6,985.00  
\$53,122.00

STEPPENS 3-D BID CHECK  
UNIT PRICE TOTAL  
\$1.57 \$42,851.00  
\$0.11 \$6,985.00  
\$49,836.00

UC PAVING  
UNIT PRICE TOTAL  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00

OWSMITH ROAD DISTRICT

Sec. 08-03000-00-GM-GR 2

ITEMS  
Bituminous Materials Prime Coat (MC-30)  
Bituminous Materials PG 46-28  
Cover Coat Agg CA-14  
Seal Coat Agg CA-15/16  
(Both Crushed Limestone Only)

DELIVERY UNIT QUANTITY  
On Road Gal 8,200  
On Road Gal 19,400  
Furn & Spread Ton 475  
Seal Coat Agg CA-15/16 Ton 200

ENGINEERS ESTIMATE  
TOTAL \$28,700.00  
UNIT PRICE \$3.50  
TOTAL \$42,680.00  
UNIT PRICE \$2.20  
TOTAL \$12,825.00  
UNIT PRICE \$5,000.00  
TOTAL \$89,205.00

BENIACH BID BOND  
UNIT PRICE TOTAL  
\$2.60 \$21,320.00  
\$2.15 \$41,710.00  
\$34.00 \$16,150.00  
\$30.00 \$6,000.00  
\$85,180.00

ROWE BID BOND  
UNIT PRICE TOTAL  
\$2.67 \$21,894.00  
\$2.13 \$41,322.00  
\$26.64 \$12,654.00  
\$22.50 \$4,500.00  
\$80,370.00

STEPPENS 3-D BID CHECK  
UNIT PRICE TOTAL  
\$2.65 \$21,730.00  
\$2.10 \$40,740.00  
\$25.00 \$11,875.00  
\$24.00 \$4,800.00  
\$79,145.00

UC PAVING  
UNIT PRICE TOTAL  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00

BELLFLOWER ROAD DISTRICT

Sec. 08-04000-00-GM-GR 2A

ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg CA-15/16

DELIVERY UNIT QUANTITY  
On Road Gal 36,800  
Load & Spread Sq Yd 85,000

ENGINEERS ESTIMATE  
TOTAL \$58,560.00  
UNIT PRICE \$1.60  
TOTAL \$10,200.00  
UNIT PRICE \$0.12  
TOTAL \$68,760.00

BENIACH BID BOND  
UNIT PRICE TOTAL  
\$1.62 \$59,282.00  
\$0.13 \$11,050.00  
\$70,342.00

ROWE BID BOND  
UNIT PRICE TOTAL  
\$1.66 \$60,756.00  
\$0.11 \$9,350.00  
\$70,106.00

STEPPENS 3-D BID CHECK  
UNIT PRICE TOTAL  
\$1.66 \$61,488.00  
\$0.14 \$11,900.00  
\$73,388.00

UC PAVING  
UNIT PRICE TOTAL  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00

BLUE MOUND ROAD DISTRICT

Sec. 08-07000-00-GM-GR 2

ITEMS  
Bituminous Materials CRS-2  
Cover Coat Agg CA-14 (Gravel Only)  
Cover Coat Agg CA-14 (Gravel Only)

DELIVERY UNIT QUANTITY  
On Road Gal 42,000  
Furn & Spread Ton 1,300  
Load & Spread Sq Yd 18,750

ENGINEERS ESTIMATE  
TOTAL \$73,500.00  
UNIT PRICE \$1.75  
TOTAL \$36,400.00  
UNIT PRICE \$28.00  
TOTAL \$3,000.00  
UNIT PRICE \$0.16  
TOTAL \$112,900.00

BENIACH BID BOND  
UNIT PRICE TOTAL  
\$1.62 \$68,040.00  
\$28.00 \$36,400.00  
\$0.13 \$2,437.50  
\$106,877.50

ROWE BID BOND  
UNIT PRICE TOTAL  
\$1.69 \$70,980.00  
\$22.10 \$28,730.00  
\$0.11 \$2,082.50  
\$101,792.50

STEPPENS 3-D BID CHECK  
UNIT PRICE TOTAL  
\$1.55 \$65,100.00  
\$22.00 \$28,600.00  
\$0.10 \$1,875.00  
\$95,575.00

UC PAVING  
UNIT PRICE TOTAL  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00

CHENEYS GROVE ROAD DISTRICT

Sec. 08-08000-00-GM-GR 2A

ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg CA-15/16

DELIVERY UNIT QUANTITY  
On Road Gal 33,200  
Load & Spread Sq Yd 77,150

ENGINEERS ESTIMATE  
TOTAL \$58,100.00  
UNIT PRICE \$1.75  
TOTAL \$10,801.00  
UNIT PRICE \$0.14  
TOTAL \$68,901.00

BENIACH BID BOND  
UNIT PRICE TOTAL  
\$1.62 \$53,784.00  
\$0.12 \$9,258.00  
\$63,042.00

ROWE BID BOND  
UNIT PRICE TOTAL  
\$1.71 \$56,772.00  
\$0.11 \$9,258.00  
\$66,030.00

STEPPENS 3-D BID CHECK  
UNIT PRICE TOTAL  
\$1.59 \$52,788.00  
\$0.12 \$9,258.00  
\$62,046.00

UC PAVING  
UNIT PRICE TOTAL  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00

MCLEAN COUNTY HIGHWAY DEPARTMENT  
MARCH 20, 2008 (10:00 a.m.)

CHENOA ROAD DISTRICT  
Sec. 08-09000-00-GM GR 2  
ITEMS  
Bituminous Materials PG 46-28  
Seal Coat Agg. CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	BENIACH BID BOND	ROWE BID BOND	STEPPENS 3-D BID CHECK	UC PAVING
On Road	Gallon	15,000	\$2.20	\$33,000.00	\$2.15	\$2.41	\$2.09	\$0.00
Furn & Spread	Ton	650	\$23.00	\$14,950.00	\$24.50	\$19.09	\$19.25	\$0.00
				\$47,950.00	\$48,175.00	\$48,175.00	\$43,862.50	\$0.00
					0.47%	1.27%	-8.52%	-100.00%

CROPSEY ROAD DISTRICT  
Sec. 08-10000-00-GM GR 2A  
ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg. CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	BENIACH BID BOND	ROWE BID BOND	STEPPENS 3-D BID CHECK	UC PAVING
On Road	Gallon	18,300	\$1.60	\$29,280.00	\$1.62	\$1.73	\$1.60	\$0.00
Load & Spread	Sq Yd	42,500	\$0.12	\$5,100.00	\$0.12	\$0.10	\$0.12	\$0.00
				\$34,380.00	\$34,746.00	\$35,909.00	\$34,980.00	\$0.00
					1.06%	4.45%	0.00%	-100.00%

DALE ROAD DISTRICT  
Sec. 08-11000-00-GM GR 2A  
ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg. CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	BENIACH BID BOND	ROWE BID BOND	STEPPENS 3-D BID CHECK	UC PAVING
On Road	Gallon	31,400	\$1.65	\$51,810.00	\$1.62	\$1.63	\$1.65	\$0.00
Load & Spread	Sq Yd	79,500	\$0.14	\$10,980.00	\$0.13	\$0.09	\$0.10	\$0.00
				\$62,800.00	\$61,073.00	\$58,247.00	\$59,650.00	\$0.00
					-2.75%	-7.25%	-5.00%	-100.00%

DANVERS ROAD DISTRICT  
Sec. 08-12000-00-GM GR 2  
ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg. CA-15/16  
(Fractured Gravel Only)

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	BENIACH BID BOND	ROWE BID BOND	STEPPENS 3-D BID CHECK	UC PAVING
On Road	Gallon	26,500	\$1.75	\$46,375.00	\$1.62	\$1.61	\$1.80	\$0.00
Furn & Spread	Ton	900	\$35.00	\$31,500.00	\$38.00	\$23.20	\$24.95	\$0.00
				\$77,875.00	\$77,130.00	\$83,545.00	\$64,855.00	\$0.00
					-0.96%	-18.40%	-16.72%	-100.00%

NSON ROAD DISTRICT  
Sec. 08-13000-00-GM GR 2A  
ITEMS  
Bituminous Materials CRS-2  
Cover Coat Agg CA-14

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	BENIACH BID BOND	ROWE BID BOND	STEPPENS 3-D BID CHECK	UC PAVING
On Road	Gallon	28,600	\$1.75	\$50,050.00	\$1.62	\$1.62	\$1.60	\$0.00
Load & Spread	Sq Yd	63,400	\$0.15	\$9,510.00	\$0.13	\$0.11	\$0.11	\$0.00
				\$59,560.00	\$54,574.00	\$53,308.00	\$52,734.00	\$0.00
					-8.37%	-10.50%	-11.46%	-100.00%

DOWNES ROAD DISTRICT  
Sec. 08-14000-00-GM GR 2  
ITEMS  
Bituminous Materials PG 46-28  
Cover Coat Agg CA-14

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	BENIACH BID BOND	ROWE BID BOND	STEPPENS 3-D BID CHECK	UC PAVING
On Road	Gallon	18,500	\$2.20	\$40,700.00	\$2.15	\$2.24	\$2.22	\$0.00
Furn & Spread	Ton	750	\$26.00	\$19,500.00	\$20.00	\$22.62	\$20.00	\$0.00
				\$60,200.00	\$54,775.00	\$58,405.00	\$56,070.00	\$0.00
					-9.01%	-2.98%	-6.86%	-100.00%

DRY GROVE ROAD DISTRICT  
Sec. 08-15000-00-GM GR 2  
ITEMS  
Bituminous Materials CRS-2  
Cover Coat Agg CA-14  
Seal Coat Agg CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	BENIACH BID BOND	ROWE BID BOND	STEPPENS 3-D BID CHECK	UC PAVING
On Road	Gallon	47,900	\$1.75	\$83,650.00	\$1.62	\$1.62	\$1.58	\$0.00
Furn & Spread	Ton	900	\$22.00	\$19,800.00	\$20.25	\$22.34	\$21.50	\$0.00
Furn & Spread	Ton	830	\$20.00	\$16,600.00	\$19.65	\$22.09	\$20.50	\$0.00
				\$120,050.00	\$111,970.50	\$115,975.70	\$111,889.00	\$0.00
					-6.73%	-3.46%	-3.80%	-100.00%

EMPIRE ROAD DISTRICT  
Sec. 08-16000-00-GM GR 17  
ITEMS  
Bituminous Materials CRS-2

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	EMULSICOAT BID CHECK	ROWE BID BOND
F.O.B. Plant	Gallon	80,000	\$1.45	\$87,000.00	\$1.40	\$1.62
				\$87,000.00	\$84,000.00	\$77,436.00
					-3.45%	-10.00%

**FUNKS GROVE ROAD DISTRICT**  
**Sec. 08-17000-00-GM GR 2**

[illegible]

GRIDLEY ROAD DISTRICT  
Sec. 08-18000-00-GM GR 1A  
ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg. CA-15/16

REVISED		ENGINEERS ESTIMATE		BENJACH BID BOND		ROWE BID BOND		STEFFENS 3-D		MATH ERROR ON BID	
DELIVERY	UNIT	QUANTITY	REVISED UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UC PAVING
On Road	Gallon	7,500	\$2.20	\$16,500.00	\$2.15	\$16,125.00	\$2.21	\$16,575.00	\$2.25	\$16,875.00	\$0.00
Load & Spread	Sq Yd	17,500	\$0.40	\$7,000.00	\$0.45	\$7,875.00	\$0.47	\$8,225.00	\$0.50	\$8,750.00	\$0.00
				\$23,500.00		\$24,000.00		\$24,800.00		\$25,625.00	\$0.00
						2.13%		5.53%		9.04%	-100.000%

GRIDLEY ROAD DISTRICT  
Sec. 08-18000-00-GM GR 2A  
HENS  
Bituminous Materials CRS-2  
Seal Coat Agg. CA-15/16  
Bituminous Materials MC-30  
Cover Coat Agg CA-14

ENGINEERS			BEWACH			ROWE			STEFFENS 3-D			UC PAVING		
DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
On Road	Gallon	34,100	\$1.60	\$54,560.00	\$1.62	\$55,242.00	\$1.77	\$60,357.00	\$1.52	\$51,832.00		\$0.00		\$0.00
Load & Spread	Sq Yd	79,200	\$0.12	\$9,504.00	\$0.14	\$11,088.00	\$0.12	\$9,504.00	\$0.10	\$7,920.00		\$0.00		\$0.00
On Road	Gallon	200	\$5.00	\$1,000.00	\$7.00	\$1,400.00	\$9.96	\$1,992.00	\$4.95	\$990.00		\$0.00		\$0.00
Load & Spread	Sq Yd	900	\$0.16	\$144.00	\$1.00	\$900.00	\$1.40	\$1,260.00	\$0.16	\$144.00		\$0.00		\$0.00
				\$65,208.00		\$68,832.00		\$73,113.00		\$50,986.00				\$0.00
							12.12%			-6.63%				-100.00%

HUDSON ROAD DISTRICT  
Sec. 08-19000-00-GM GR 2A  
ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg. CA-15/16

[illegible]

**KINGSTON ROAD DISTRICT**  
**08-21000-00-GM GR 2**

**ITEMS**

**Bituminous Materials CRS-2**  
**Seal Coat Agg. CA-15/16 (Gravel Only)**

ENGINEERS				BEMACH		ROWE		STEFFENS 3-D		UC PAVING		STARK MATERIALS	
DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	BID BOND	UNIT PRICE	TOTAL	UNIT PRICE	BID CHECK	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
On Road	Gallon	6,900	\$1,75	\$12,075.00	\$1,62	\$11,178.00	\$13,524.00	\$1.84	\$11,316.00	\$0.00	\$0.00	\$0.00	\$0.00
Furn & Spread	Ton	260	\$25.00	\$6,500.00	\$32.00	\$8,320.00	\$7,514.00	\$24.50	\$6,370.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$18,575.00		\$19,498.00	\$21,038.00		\$17,886.00		\$0.00		\$0.00
					4.97%				-4.79%		-100.00%		-100.00%

MARTIN ROAD DISTRICT  
Sec. 08-22000-00-GM GR 2A  
ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg. CA-15/16

[illegible]

MONEY CREEK ROAD DISTRICT  
Sec. 08-23000-00-GM GR 2  
ITEMS  
Bituminous Materials PG 46-28  
Seal Coat CA-15/16

[illegible]

**MOUNT HOPE ROAD DISTRICT**  
**Sec. 08-24000-00-GM GR 2**

**ITEMS**

Bituminous Materials CRS-2  
Seal Coat Agg. CA-15/16

[illegible]

# McLEAN COUNTY HIGHWAY DEPARTMENT

MARCH 20, 2008 (10:00 a.m.)

NORMAL ROAD DISTRICT  
Sec. 08-25000-00-GM GR 2A  
ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg. CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS
On Road	Gallon	16,000	\$1.65	\$26,400.00	
Load & Spread	Sq Yd	40,000	\$0.14	\$5,600.00	
				\$32,000.00	

ENGINEERS	BEWACH	ROWE	STEFFENS 3-D	UC PAVING
ESTIMATE	BID BOND	BID BOND	BID CHECK	UNIT PRICE
TOTAL	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL
\$26,400.00	\$1.62	\$25,920.00	\$1.72	\$27,520.00
\$5,600.00	\$0.12	\$3,600.00	\$0.18	\$7,200.00
		\$29,520.00		\$34,720.00
		-4.00%		8.50%
				-100.00%

OLD TOWN ROAD DISTRICT  
Sec. 08-26000-00-GM GR 2  
ITEMS  
Bituminous Materials PG 46-28  
Seal Coat Agg. CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS
On Road	Gallon	32,600	\$2.20	\$71,720.00	
Furn & Spread	Ton	1,300	\$25.00	\$32,500.00	
				\$104,220.00	

ENGINEERS	BEWACH	ROWE	STEFFENS 3-D	UC PAVING
ESTIMATE	BID BOND	BID BOND	BID CHECK	UNIT PRICE
TOTAL	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL
\$71,720.00	\$2.15	\$70,090.00	\$2.12	\$69,112.00
\$32,500.00	\$21.85	\$28,405.00	\$19.50	\$23,350.00
		\$98,495.00		\$94,462.00
		-5.49%		-9.36%
				-100.00%

RANDOLPH ROAD DISTRICT  
Sec. 08-27000-00-GM GR 2  
ITEMS  
Bituminous Materials PG 46-28  
Seal Coat Agg. CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS
On Road	Gallon	22,200	\$2.15	\$47,730.00	
Furn & Spread	Ton	900	\$20.00	\$18,000.00	
				\$65,730.00	

ENGINEERS	BEWACH	ROWE	STEFFENS 3-D	UC PAVING
ESTIMATE	BID BOND	BID BOND	BID CHECK	UNIT PRICE
TOTAL	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL
\$47,730.00	\$2.15	\$46,618.00	\$2.20	\$48,840.00
\$18,000.00	\$19.00	\$17,100.00	\$17.25	\$15,525.00
		\$64,830.00		\$64,365.00
		-1.37%		-2.08%
				-100.00%

TOWANDA ROAD DISTRICT  
Sec. 08-28000-00-GM GR 2  
ITEMS  
Bituminous Materials PG 46-28  
Seal Coat Agg. CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS
On Road	Gallon	38,800	\$2.15	\$83,420.00	
Furn & Spread	Ton	1,850	\$22.00	\$40,700.00	
				\$124,120.00	

ENGINEERS	BEWACH	ROWE	STEFFENS 3-D	UC PAVING
ESTIMATE	BID BOND	BID BOND	BID CHECK	UNIT PRICE
TOTAL	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL
\$83,420.00	\$2.15	\$82,136.00	\$2.03	\$78,764.00
\$40,700.00	\$26.00	\$35,787.50	\$21.25	\$39,312.50
		\$121,933.50		\$118,076.50
		5.96%		-4.87%
				-100.00%

WEST ROAD DISTRICT  
Sec. 08-29000-00-GM GR 2A  
ITEMS  
Inous Materials Prime Coat (MC-30)  
Inous Materials CRS-2  
Cover Coat Agg CA-14  
Seal Coat Agg. CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS
On Road	Gallon	2,000	\$4.00	\$8,000.00	
On Road	Gallon	8,800	\$1.65	\$14,520.00	
Load & Spread	Sq Yd	9,400	\$0.28	\$2,632.00	
Load & Spread	Sq Yd	11,300	\$0.26	\$2,938.00	
				\$28,090.00	

ENGINEERS	BEWACH	ROWE	STEFFENS 3-D	UC PAVING
ESTIMATE	BID BOND	BID BOND	BID CHECK	UNIT PRICE
TOTAL	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL
\$8,000.00	\$3.93	\$7,860.00	\$4.00	\$8,000.00
\$14,520.00	\$2.00	\$16,480.00	\$2.00	\$17,600.00
\$2,632.00	\$0.30	\$2,280.00	\$0.25	\$2,350.00
\$2,938.00	\$0.30	\$3,390.00	\$0.20	\$2,280.00
		\$33,020.00		\$30,210.00
		6.12%		7.55%
				-100.00%

WHITE OAK ROAD DISTRICT  
Sec. 08-30000-00-GM GR 2  
ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg. CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS
On Road	Gallon	8,400	\$1.75	\$14,700.00	
Furn & Spread	Ton	300	\$24.00	\$7,200.00	
				\$21,900.00	

ENGINEERS	BEWACH	ROWE	STEFFENS 3-D	UC PAVING
ESTIMATE	BID BOND	BID BOND	BID CHECK	UNIT PRICE
TOTAL	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL
\$14,700.00	\$2.00	\$15,036.00	\$1.61	\$13,524.00
\$7,200.00	\$30.00	\$22,641.00	\$20.00	\$8,000.00
		\$22,677.00		\$19,524.00
		17.81%		-10.85%
				-100.00%

YATES ROAD DISTRICT  
Sec. 08-31000-00-GM GR 2  
ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg. CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS
On Road	Gallon	36,900	\$1.75	\$64,575.00	
Furn & Spread	Ton	1,200	\$22.00	\$26,400.00	
				\$90,975.00	

ENGINEERS	BEWACH	ROWE	STEFFENS 3-D	UC PAVING
ESTIMATE	BID BOND	BID BOND	BID CHECK	UNIT PRICE
TOTAL	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL
\$64,575.00	\$1.62	\$63,099.00	\$1.59	\$59,671.00
\$26,400.00	\$19.70	\$23,640.00	\$18.25	\$21,900.00
		\$86,739.00		\$80,571.00
		-5.13%		-11.44%
				-100.00%

BLOOMINGTON ROAD DISTRICT  
Sec. 08-32000-00-GM GR 2  
ITEMS  
Bituminous Materials CRS-2  
Bituminous Materials PG 46-28  
Seal Coat Agg. CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS
On Road	Gallon	39,000	\$1.75	\$68,250.00	
On Road	Gallon	55,000	\$2.20	\$121,000.00	
Furn & Spread	Ton	3,300	\$26.00	\$85,800.00	
				\$275,050.00	

ENGINEERS	BEWACH	ROWE	STEFFENS 3-D	UC PAVING
ESTIMATE	BID BOND	BID BOND	BID CHECK	UNIT PRICE
TOTAL	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL
\$68,250.00	\$1.62	\$62,400.00	\$1.67	\$65,130.00
\$121,000.00	\$2.15	\$118,250.00	\$2.20	\$121,000.00
\$85,800.00	\$26.50	\$81,600.00	\$20.00	\$69,000.00
		\$248,500.00		\$252,130.00
		-2.24%		-8.33%
				-100.00%

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY**  
**FOR AWARD OF COUNTY AND ROAD DISTRICT MOTOR FUEL TAX PROJECT**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on April 1, 2008, for a letting held on March 20, 2008 for McLean County and Twenty-eight (28) Road District 2008 MFT Maintenance Sections, and,

WHEREAS, the Transportation Committee duly approved the bids on April 15, 2008 at their Stand-Up, now, therefore,

BE IT RESOLVED by the County Board of McLean County that they award the following material subject to IDOT approval due to a responsible bidder protest:

**2008 ROAD DISTRICT MFT MAINTENANCE SECTIONS:**

Steffens 3-D Construction, Inc, 2503 CR 1250 North, El Paso, Illinois, was the successful bidder on the following sections:

Allin RD .....	Sec 08-01000-00-GM .....	GR 2A	@	\$20,708.40
Anchor RD .....	Sec 08-02000-00-GM .....	GR 2A	@	\$49,846.00
Arrowsmith RD .....	Sec 08-03000-00-GM .....	GR 2	@	\$79,145.00
Blue Mound RD .....	Sec 08-07000-00-GM .....	GR 2	@	\$95,575.00
Cheney's Grove RD .....	Sec 08-08000-00-GM .....	GR 2A	@	\$62,046.00
Chenoa RD .....	Sec 08-09000-00-GM .....	GR 2	@	\$43,862.50
Cropsey RD .....	Sec 08-10000-00-GM .....	GR 2A	@	\$34,380.00
Dawson RD .....	Sec 08-13000-00-GM .....	GR 2A	@	\$52,734.00
Dry Grove RD .....	Sec 08-15000-00-GM .....	GR 2	@	\$111,889.00
Funk's Grove RD .....	Sec 08-17000-00-GM .....	GR 2	@	\$30,200.00
Gridley RD .....	Sec 08-18000-00-GM .....	GR 2A	@	\$60,886.00
Hudson RD .....	Sec 08-19000-00-GM .....	GR 2	@	\$40,011.00
Lexington RD .....	Sec 08-21000-00-GM .....	GR 2	@	\$17,686.00
Martin RD .....	Sec 08-22000-00-GM .....	GR 2A	@	\$70,360.00
Money Creek RD .....	Sec 08-23000-00-GM .....	GR 2	@	\$28,600.00
Towanda RD .....	Sec 08-28000-00-GM .....	GR 2	@	\$118,076.50
White Oak RD .....	Sec 08-30000-00-GM .....	GR 2	@	\$19,524.00
Yates RD .....	Sec 08-31000-00-GM .....	GR 2	@	\$80,571.00

BE IT RESOLVED by the County Board of McLean County that they award the following materials:

**2008 ROAD DISTRICT MFT MAINTENANCE SECTION:**

Emulsicoat, Inc, 705 E University Ave, Urbana, Illinois, was the successful bidder on the following section:

Empire RD .....	Sec 08-16000-00-GM .....	GR 17	@	\$84,000.00
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Matt Sorensen, Chairman (date)

STATE OF ILLINOIS        ]  
                                  ] SS  
COUNTY OF MCLEAN        ]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on April 15, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 15<sup>th</sup> day of April A.D., 2008.

[SEAL}

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Peggy Ann Milton, McLean County Clerk



# McLEAN COUNTY HIGHWAY DEPARTMENT

MARCH 20, 2008 (10:00 a.m.)

CHENOA ROAD DISTRICT  
Sec. 08-09000-00-GM GR 2  
ITEMS  
Bituminous Materials PG 46-28  
Seal Coat Agg. CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	BENJACH	ROWE	STEPPENS 3-D	UC PAVING
On Road	Gallon	15,000	\$2.20	\$33,000.00	BID BOND	BID BOND	BID CHECK	UNIT PRICE
Furn & Spread	Ton	650	\$23.00	\$14,950.00	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL
				\$47,950.00	\$2.15	\$2.41	\$2.09	\$0.00
					\$24.50	\$19.09	\$18.25	\$0.00
					\$48,175.00	\$48,568.50	\$43,862.50	\$0.00
					0.47%	1.27%	-8.52%	-100.00%

CROPSEY ROAD DISTRICT  
Sec. 08-10000-00-GM GR 2A  
ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg. CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	BENJACH	ROWE	STEPPENS 3-D	UC PAVING
On Road	Gallon	18,300	\$1.60	\$29,280.00	BID BOND	BID BOND	BID CHECK	UNIT PRICE
Load & Spread	Sq Yd	42,500	\$0.12	\$5,100.00	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL
				\$34,380.00	\$1.62	\$1.73	\$1.60	\$0.00
					\$0.12	\$0.10	\$0.12	\$0.00
					\$34,746.00	\$4,250.00	\$5,100.00	\$0.00
					1.06%	4.45%	0.00%	-100.00%

DALE ROAD DISTRICT  
Sec. 08-11000-00-GM GR 2A  
ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg. CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	BENJACH	ROWE	STEPPENS 3-D	UC PAVING
On Road	Gallon	31,400	\$1.65	\$51,810.00	BID BOND	BID BOND	BID CHECK	UNIT PRICE
Load & Spread	Sq Yd	78,500	\$0.14	\$10,990.00	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL
				\$62,800.00	\$1.62	\$1.63	\$1.65	\$0.00
					\$0.13	\$0.09	\$0.10	\$0.00
					\$61,073.00	\$58,247.00	\$59,660.00	\$0.00
					-2.75%	-7.25%	-5.00%	-100.00%

DANVERS ROAD DISTRICT  
Sec. 08-12000-00-GM GR 2  
ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg. CA-15/16  
(Fractured Gravel Only)

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	BENJACH	ROWE	STEPPENS 3-D	UC PAVING
On Road	Gallon	26,500	\$1.75	\$46,375.00	BID BOND	BID BOND	BID CHECK	UNIT PRICE
Furn & Spread	Ton	900	\$35.00	\$31,500.00	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL
				\$77,875.00	\$1.62	\$1.61	\$1.60	\$0.00
					\$38.00	\$23.20	\$24.95	\$0.00
					\$77,130.00	\$32,880.00	\$42,455.00	\$0.00
					-0.96%	-18.40%	-16.72%	-100.00%

VSON ROAD DISTRICT  
Sec. 08-13000-00-GM GR 2A  
ITEMS  
Bituminous Materials CRS-2  
Cover Coat Agg CA-14

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	BENJACH	ROWE	STEPPENS 3-D	UC PAVING
On Road	Gallon	28,800	\$1.75	\$50,400.00	BID BOND	BID BOND	BID CHECK	UNIT PRICE
Load & Spread	Sq Yd	63,400	\$0.15	\$9,510.00	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL
				\$59,910.00	\$1.62	\$1.62	\$1.60	\$0.00
					\$0.13	\$0.11	\$0.11	\$0.00
					\$54,574.00	\$59,974.00	\$52,734.00	\$0.00
					-8.37%	-10.50%	-11.46%	-100.00%

DOWNS ROAD DISTRICT  
Sec. 08-14000-00-GM GR 2  
ITEMS  
Bituminous Materials PG 46-28  
Cover Coat Agg CA-14

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	BENJACH	ROWE	STEPPENS 3-D	UC PAVING
On Road	Gallon	18,500	\$2.20	\$40,700.00	BID BOND	BID BOND	BID CHECK	UNIT PRICE
Furn & Spread	Ton	750	\$26.00	\$19,500.00	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL
				\$60,200.00	\$2.15	\$2.24	\$2.22	\$0.00
					\$20.00	\$22.62	\$20.00	\$0.00
					\$54,775.00	\$58,405.00	\$56,070.00	\$0.00
					-9.01%	-2.96%	-8.86%	-100.00%

DRY GROVE ROAD DISTRICT  
Sec. 08-15000-00-GM GR 2  
ITEMS  
Bituminous Materials CRS-2  
Cover Coat Agg CA-14  
Seal Coat Agg CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	BENJACH	ROWE	STEPPENS 3-D	UC PAVING
On Road	Gallon	47,800	\$1.75	\$83,650.00	BID BOND	BID BOND	BID CHECK	UNIT PRICE
Furn & Spread	Ton	900	\$22.00	\$19,800.00	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL
				\$103,450.00	\$1.62	\$1.82	\$1.58	\$0.00
					\$20.25	\$22.34	\$21.50	\$0.00
					\$19,650.00	\$18,334.70	\$17,015.00	\$0.00
					-6.73%	-3.46%	-8.80%	-100.00%

EMPIRE ROAD DISTRICT  
Sec. 08-16000-00-GM GR 17  
ITEMS  
Bituminous Materials CRS-2

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	EMULSICOAT	ROWE
F.O.B. Plant	Gallon	60,000	\$1.45	\$87,000.00	BID CHECK	BID CHECK
					UNIT PRICE	UNIT PRICE
					\$1.40	\$0.00
					\$84,000.00	\$0.00
					-3.45%	-100.00%

McLEAN COUNTY HIGHWAY DEPARTMENT  
MARCH 20, 2008 (10:00 a.m.)

FUNKS GROVE ROAD DISTRICT  
Sec. 08-17000-00-GM GR 2  
ITEMS  
Bituminous Materials PG 46-28  
Cover Coat Agg CA-14

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS	BENIACH	ROWE	STEFFENS 3-D	UC PAVING
On Road	Gallon	10,000	\$2.20	\$22,000.00	TOTAL	BID BOND	BID BOND	BID CHECK	UNIT PRICE
Furn & Spread	Ton	400	\$25.00	\$10,000.00	TOTAL	\$2.15	\$24.44	\$2.28	TOTAL
				\$32,000.00		\$26.00	\$23.00	\$18.50	\$0.00
								\$7,400.00	\$0.00
								\$30,200.00	-100.00%

GRIDLEY ROAD DISTRICT  
Sec. 08-18000-00-GM GR 1A  
ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg. CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS	BENIACH	ROWE	STEFFENS 3-D	UC PAVING
On Road	Gallon	7,500	\$2.20	\$16,500.00	TOTAL	BID BOND	BID BOND	BID CHECK	UNIT PRICE
Load & Spread	Sq Yd	17,500	\$0.40	\$7,000.00	TOTAL	\$2.15	\$24.44	\$2.28	TOTAL
			\$0.40	\$7,000.00		\$0.45	\$0.47	\$0.50	\$0.00
				\$23,500.00		\$24,000.00	\$24,800.00	\$25,625.00	\$0.00
								\$25,625.00	-100.00%

GRIDLEY ROAD DISTRICT  
Sec. 08-18000-00-GM GR 2A  
ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg. CA-15/16  
Bituminous Materials MC-30  
Cover Coat Agg CA-14

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS	BENIACH	ROWE	STEFFENS 3-D	UC PAVING
On Road	Gallon	34,100	\$1.60	\$54,560.00	TOTAL	BID BOND	BID BOND	BID CHECK	UNIT PRICE
Load & Spread	Sq Yd	79,200	\$0.12	\$9,504.00	TOTAL	\$1.62	\$1.77	\$1.52	TOTAL
On Road	Gallon	200	\$0.12	\$24.00	TOTAL	\$0.14	\$0.12	\$0.10	\$0.00
Load & Spread	Sq Yd	900	\$0.16	\$144.00	TOTAL	\$7.00	\$9.96	\$4.95	\$0.00
				\$65,208.00		\$1.00	\$1.40	\$0.16	\$0.00
								\$144.00	\$0.00
								\$60,886.00	-100.00%

HUDSON ROAD DISTRICT  
Sec. 08-19000-00-GM GR 2A  
ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg. CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS	BENIACH	ROWE	STEFFENS 3-D	UC PAVING
On Road	Gallon	22,700	\$1.60	\$36,320.00	TOTAL	BID BOND	BID BOND	BID CHECK	UNIT PRICE
Load & Spread	Sq Yd	52,800	\$0.12	\$6,336.00	TOTAL	\$1.62	\$1.78	\$1.53	TOTAL
				\$42,656.00		\$0.12	\$0.10	\$0.10	\$0.00
								\$34,731.00	\$0.00
								\$5,280.00	\$0.00
								\$40,011.00	-100.00%

XINGTON ROAD DISTRICT  
Sec. 08-21000-00-GM GR 2  
ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg. CA-15/16 (Gravel Only)

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS	BENIACH	ROWE	STEFFENS 3-D	UC PAVING
On Road	Gallon	8,900	\$1.75	\$15,575.00	TOTAL	BID BOND	BID BOND	BID CHECK	UNIT PRICE
Furn & Spread	Ton	260	\$25.00	\$6,500.00	TOTAL	\$1.62	\$1.96	\$1.64	TOTAL
				\$18,575.00		\$32.00	\$28.90	\$24.50	\$0.00
								\$6,370.00	\$0.00
								\$17,686.00	-100.00%

MARTIN ROAD DISTRICT  
Sec. 08-22000-00-GM GR 2A  
ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg. CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS	BENIACH	ROWE	STEFFENS 3-D	UC PAVING
On Road	Gallon	39,500	\$1.60	\$63,200.00	TOTAL	BID BOND	BID BOND	BID CHECK	UNIT PRICE
Load & Spread	Sq Yd	91,350	\$0.12	\$10,962.00	TOTAL	\$1.62	\$1.69	\$1.55	TOTAL
				\$74,162.00		\$0.12	\$0.10	\$0.10	\$0.00
								\$9,135.00	\$0.00
								\$70,360.00	-100.00%

MONEY CREEK ROAD DISTRICT  
Sec. 08-23000-00-GM GR 2  
ITEMS  
Bituminous Materials PG 46-28  
Seal Coat Agg. CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS	BENIACH	ROWE	STEFFENS 3-D	UC PAVING
On Road	Gallon	10,000	\$2.20	\$22,000.00	TOTAL	BID BOND	BID BOND	BID CHECK	UNIT PRICE
Furn & Spread	Ton	400	\$25.00	\$10,000.00	TOTAL	\$2.15	\$24.44	\$2.28	TOTAL
				\$32,000.00		\$29.50	\$27.14	\$19.00	\$0.00
								\$21,000.00	\$0.00
								\$7,600.00	\$0.00
								\$28,600.00	-100.00%

MOUNT HOPE ROAD DISTRICT  
Sec. 08-24000-00-GM GR 2  
ITEMS  
Bituminous Materials CRS-2  
Seal Coat Agg. CA-15/16

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS	BENIACH	ROWE	STEFFENS 3-D	UC PAVING
On Road	Gallon	32,000	\$1.75	\$56,000.00	TOTAL	BID BOND	BID BOND	BID CHECK	UNIT PRICE
Furn & Spread	Ton	1,200	\$25.00	\$30,000.00	TOTAL	\$1.62	\$1.68	\$1.66	TOTAL
				\$86,000.00		\$21.00	\$18.44	\$22.50	\$0.00
								\$53,120.00	\$0.00
								\$80,120.00	-100.00%

MARCH 20, 2008 (10:00 a.m.)

NORMAL ROAD DISTRICT Sec. 06-25000-00-GM GR 2A ITEMS Bluminous Materials CRS-2 Seal Coat App. CA-15/16	DELIVERY On Road Load & Spread	UNIT Gallon Sq Yd	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENWACH BID BOND UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	STEPPENS 3-D BID CHECK UNIT PRICE TOTAL	UC PAYING UNIT PRICE TOTAL
OLD TOWN ROAD DISTRICT Sec. 06-26000-00-GM GR 2 ITEMS Bluminous Materials PG 46-28 Seal Coat App. CA-15/16	DELIVERY On Road Fum & Spread	UNIT Gallon Ton	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENWACH BID BOND UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	STEPPENS 3-D BID CHECK UNIT PRICE TOTAL	UC PAYING UNIT PRICE TOTAL
RANDOLPH ROAD DISTRICT Sec. 04-27000-00-GM GR 2 ITEMS Bluminous Materials PG 46-28 Seal Coat App. CA-15/16	DELIVERY On Road Fum & Spread	UNIT Gallon Ton	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENWACH BID BOND UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	STEPPENS 3-D BID CHECK UNIT PRICE TOTAL	UC PAYING UNIT PRICE TOTAL
TOWANDA ROAD DISTRICT Sec. 06-28000-00-GM GR 2 ITEMS Bluminous Materials PG 46-28 Seal Coat App. CA-15/16	DELIVERY On Road Fum & Spread	UNIT Gallon Ton	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENWACH BID BOND UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	STEPPENS 3-D BID CHECK UNIT PRICE TOTAL	UC PAYING UNIT PRICE TOTAL
WEST ROAD DISTRICT Sec. 06-28000-00-GM GR 2A ITEMS Bluminous Materials Prime Coat (WC-30) Cover Coat App. CA-14 Seal Coat App. CA-15/16	DELIVERY On Road Load & Spread	UNIT Gallon Sq Yd	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENWACH BID BOND UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	STEPPENS 3-D BID CHECK UNIT PRICE TOTAL	UC PAYING UNIT PRICE TOTAL
WHITE OAK ROAD DISTRICT Sec. 06-30000-00-GM GR 2 ITEMS Bluminous Materials CRS-2 Seal Coat App. CA-15/16	DELIVERY On Road Fum & Spread	UNIT Gallon Ton	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENWACH BID BOND UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	STEPPENS 3-D BID CHECK UNIT PRICE TOTAL	UC PAYING UNIT PRICE TOTAL
YATES ROAD DISTRICT Sec. 06-31000-00-GM GR 2 ITEMS Bluminous Materials CRS-2 Seal Coat App. CA-15/16	DELIVERY On Road Fum & Spread	UNIT Gallon Ton	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENWACH BID BOND UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	STEPPENS 3-D BID CHECK UNIT PRICE TOTAL	UC PAYING UNIT PRICE TOTAL
BLOOMINGTON ROAD DISTRICT Sec. 2008 NON-MFT GR 2 ITEMS Bluminous Materials CRS-2 Bluminous Materials PG 46-28 Seal Coat App. CA-15/16	DELIVERY On Road Fum & Spread	UNIT Gallon Ton	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENWACH BID BOND UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	STEPPENS 3-D BID CHECK UNIT PRICE TOTAL	UC PAYING UNIT PRICE TOTAL

Page 4 of 4

Members Hoselton/Caisley moved the County Board approve a Request for Approval of Resolution and Letting Results from the March 20, 2008 County and Township 2008 MFT Maintenance Sections. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Hoselton, Chairman, presented the following:

BRIDGE CONSTRUCTION PETITION

Sec 2008 Downs Joint Culvert

TO: McLean County Board  
Care of McLean County Clerk  
115 E Washington St - Room 102  
Bloomington, Illinois 61701

Downs Joint Culvert Drainage Structure, Located at 1900E - 130N

Ladies and Gentlemen:

Downs Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located in the W line of the SW ¼ of Section 5 T 21 N, R 3 E of the 3<sup>rd</sup> P.M., Downs Road District.

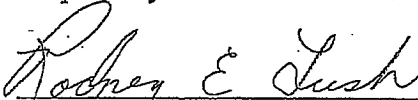
That of the funds appropriated at the November 20th meeting of the McLean County Board \$9,000.00 be used as the County's share of the cost of this structure.

Downs Road District certifies that they have levied the maximum on their Road and Bridge Fund the last two years.

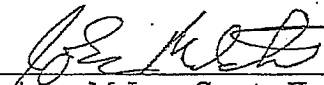
Downs Road District further states that the County Engineer has made a survey of the watershed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$18,000.00 and the present structure is inadequate.

Downs Road District further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted.

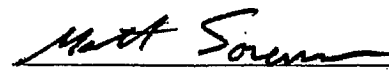
  
\_\_\_\_\_  
Highway Commissioner

Downs Road District

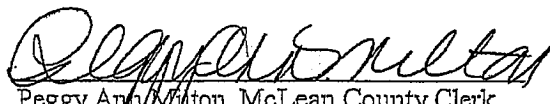
Approved   
\_\_\_\_\_  
County Engineer, McLean County, IL

Date: 3/28/08

ATTEST

  
\_\_\_\_\_  
Mr. Matt Sorensen, Board Chairman

Date: 4.15.2008

  
\_\_\_\_\_  
Peggy Ann Milton, McLean County Clerk

Members Hoselton/Harding moved the County Board approve a Request for Approval of Bridge Construction Petition Downs Twp. - Sec 2008 Downs Joint Culvert. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Hoselton, Chairman, presented the following:



**Illinois Department  
of Transportation**

**Resolution Certifying Names to Take the  
Examination for County Engineer**

WHEREAS, a vacancy will exist in the office of County Engineer in \_\_\_\_\_  
due to the retirement of the incumbent county engineer \_\_\_\_\_  
which will occur on \_\_\_\_\_, and

McLean County, Illinois,  
John E. Mitchell

WHEREAS, in accordance with Section 5-201 of the Illinois Highway Code, the County Board must certify to the Department a list of not more than five persons, residents of the State, who hold a currently valid certificate of registration as a registered professional engineer in Illinois, who are candidates for the office, and who meet the qualifications provided therein:

THEREFORE, BE IT RESOLVED, that the County Board of \_\_\_\_\_ County does hereby submit the following name as a candidate to take the examination for County Engineer of said county:

Eric S. Schmitt, 710 Platt Way, Hudson, Illinois 61748

(name and address)

Registered Professional Engineer - Certificate No. 062-055820

and

BE IT FURTHER RESOLVED, the Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Department of Transportation, Division of Highways, through its Regional Engineer's office \_\_\_\_\_, Illinois.

STATE OF ILLINOIS )  
COUNTY OF McLean )

I, Peggy Ann Milton, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the \_\_\_\_\_ County Board at its \_\_\_\_\_ meeting held at \_\_\_\_\_, on April 15, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in \_\_\_\_\_ in said County this \_\_\_\_\_ day of \_\_\_\_\_.

Matt Sorensen  
Matt Sorensen, Chairman - McLean County Board

Peggy Ann Milton  
County Clerk

Members Hoselton/Dean moved the County Board approve a Request for Approval of Resolution Certifying Names to take the Examination for County Engineer. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Hoselton stated the General Report was located on pages 163-172.

FINANCE COMMITTEE:  
Member Owens, Vice-Chairman, presented the following:

AMENDMENT NO. 1 TO THE  
NON-METRO AREA TRANSPORTATION  
OPERATING, CAPITAL AND ADMINISTRATIVE ASSISTANCE  
GRANT AGREEMENT  
(49 USC §5311)

between

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF PUBLIC TRANSPORTATION

AND

THE MCLEAN COUNTY

CONTRACT NUMBER: 3704

STATE GRANT NO. RPT-08-014

FEDERAL GRANT NO. IL-18-X024

This Amendment No. 1 to an Agreement dated October 17, 2007, between the State of Illinois, Department of Transportation, Division of Public Transportation and McLean County, is made and entered into by and between the parties thereto. In consideration of the mutual covenants contained herein and in such Agreement, the Parties agree as follows:

To amend the "Non-Metro Area Transportation Operating, Capital and Administrative Assistance Grant Agreement" by deleting paragraph 3 of ITEM 3 and replacing it with the following:

ITEM 3 – AMOUNT OF GRANT

In no event shall the Department's funding participation under this Agreement exceed the total Department Grant available for the Project. The maximum amount of the operating and administrative assistance for the Project under this Agreement is \$365,430.

The parties hereto agree that the Agreement dated October 17, 2007, between the Parties is in all other respects ratified and reaffirmed and that it continues in full force and effect as hereby amended.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be made, effective and executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by their respective duly authorized officials.

Accepted on behalf of McLean County:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Matt Sorensen  
Type or Print Name of Authorized Representative

Chair, County Board  
Type or Print Name of Authorized Representative

Accepted on behalf of the State of Illinois, Department of Transportation:

\_\_\_\_\_  
Milton R. Sees, Secretary of Transportation

By: \_\_\_\_\_  
Joseph P. Clary, Director of the Division of Public & Intermodal Transportation

\_\_\_\_\_  
Date

## APPROVED PROJECT BUDGET

Grantee: McLean County  
 Contract No. : 3704  
 Federal Grant No. : IL-18-X024  
 State Grant No. : RPT-08-014  
 Effective Date: 07/01/07  
 Revision # 1 2/21/2008

	<u>Approved Budget</u>	<u>Change</u>	<u>Approved Budget Amendment # 1</u>
<b>System Expenses:</b>			
(A) Nonurbanized General Transportation Operations and Administration	\$496,000	\$95,195	\$591,195
Operating Capital, Equipment and Real Property	\$0	\$0	\$0
(B) Nonurbanized General Public Intercity Bus Operating Assistance	124,000	\$0	\$124,000
<b>Total Expenses</b>	<u>\$620,000</u>	<u>\$95,195</u>	<u>\$715,195</u>
<b>System Revenues:</b>			
(D) Farebox and Other Program Income	\$45,603	\$10,626	\$56,229
(E) Local Match	\$252,641	\$40,895	\$293,536
(F) State Operating Assistance	\$0	\$0	\$0
(G) Section 5311 Public Transportation Operating Assistance	\$257,405	\$43,674	\$301,079
(H) Section 5311(f) Intercity Bus Operating Assistance	<u>\$64,351</u>	<u>\$0.00</u>	<u>\$64,351</u>
<b>Total Revenue</b>	<u>\$620,000</u>	<u>\$95,195</u>	<u>\$715,195</u>
<b>Project Financing</b>			
Project Income	\$45,603	\$10,626	\$56,229
Local Share	\$252,641	\$40,895	\$293,536
State Share	\$0	\$0	\$0
Federal Share	\$321,756	\$43,674	\$365,430



## McLean County Board Resolution

(Revised 3/08)

Number \_\_\_\_\_

Resolution authorizing the amendment of contract number 3704, to include public transportation service to DeWitt County, that was approved from an application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), makes funds available to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF MCLEAN COUNTY:

Section 1. That an amendment to contract number 3704, to include public transportation service to DeWitt County, is made as a result of the application made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), for the purpose of off-setting a portion of the Public Transportation Program operating deficits of McLean County.

Section 2. That while participating in said operating assistance program McLean County will cause all required local matching funds to be provided.

Section 3. That the Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice Chair) of McLean County is hereby authorized and directed to execute and file on behalf of McLean County such application.

Section 4. That the Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice Chair) of McLean County is authorized to furnish such additional information as may be required by the Division of Public Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

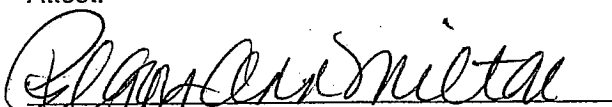
Section 5. That the Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice Chair) of McLean County is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation, in order to obtain grant assistance under the provisions of the Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).


Section 6. That the Board Chair of McLean County (or, in the Chair's absence or by the Chair's request, the Vice Chair) of McLean County is hereby authorized to provide such information and to file such documents as may be required to perform the Grant Agreement and to receive the grant.

PRESENTED and ADOPTED this 15th day of April, 2008

Attest:

Approved:

  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

  
Matt Sorensen, Chairman  
McLean County Board



INTER-OFFICE COMMUNICATION  
DEPARTMENT OF BUILDING AND ZONING  
Phone: 888-5160

TO: Chairman David Selzer and Finance Committee  
FROM: Mike Behary, County Planner MSB  
DATE: March 21, 2008  
RE: **SHOWBUS Operating Assistance Contract**

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The McLean County Board approved an application to the Illinois Department of Transportation (IDOT) for operating assistance for SHOWBUS to provide public transportation in McLean, Livingston, Ford, and Iroquois counties on May 15, 2007 in the amount of \$321,756.00. The four counties subsequently approved an intergovernmental agreement with DeWitt County to provide rural public transportation. In order to obtain an additional \$43,674.00 to provide public transportation services in DeWitt County, the operating assistance agreement with IDOT needs to be amended and another resolution approved.

I have attached a copy of a communication from IDOT, a copy of the proposed amendment and a copy of the proposed resolution that need to be approved by the McLean County Board.

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Enclosures: Communication from IDOT, proposed amendment and proposed resolution



# Illinois Department of Transportation

Division of Public and Intermodal Transportation  
300 West Adams Street / 2nd Floor / Chicago, Illinois / 60606

February 21, 2008

Mr. Matt Sorensen  
Chairman  
McLean County Law & Justice Center  
104 W. Front, P. O. Box 2400  
Bloomington, IL 61702

RE: FY2008 Non-Metro Area Transportation Operating, Capital and Administrative Assistance Grant Operating Assistant Contract #3704, Amendment #1

Dear Mr. Sorensen:

Enclosed please find two copies of the above indicated amendment. This amendment increases the maximum amount of McLean County's FY2008 Non-Metro Area Transportation Operating, Capital and Administrative Assistance Grant by \$43,674, from \$321,756 to \$365,430, to provide sufficient funding for its general public transportation service expansion initiative in DeWitt County.

Please sign, but do not date, both copies of the amendment. Return both copies to the Department, along with the following:

1. An Opinion of Counsel, acceptable to the Department, that McLean County has complied with the pertinent requirements of state and federal law, its charter, bylaws and internal procedures; that there is no pending litigation concerning the authority of McLean County to enter into this Amendment, and that this Amendment is legally binding upon McLean County.
2. A copy of the resolution of the governing board of your Agency authorizing and approving execution of this Amendment.

Upon receipt of the signed Amendment, we will secure Department execution and return one copy to you. Please contact John J. Marrella at (312)793-3513 if you have any questions regarding this matter.

Sincerely,

Gary A. De Leo  
Section Chief  
Rural and Small Urban Program

Enclosures  
Amendment

cc: Laura Dick

Members Owens/Cavallini moved the County Board approve a Request for Approval of Amendment No. 1 to the Non-Metro Area Transportation Operating, Capital and Administrative Assistance Grant Agreement for SHOWBUS to obtain an additional \$43,674.00 from the Illinois Department of Transportation (IDOT) – Building and Zoning. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Vice-Chairman, presented the following:

An Ordinance of the McLean County Board  
Amending the 2008 Combined  
Appropriation and Budget Ordinance for Fund 0102

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2008 appropriation in Fund 0102 Dental Sealant Grant Program, and the Board of Health and Finance Committee concurs; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0407-0152 Early Childhood Caries (ECC) Grant - in Fund 0102, Department 0061, Program 0062 from \$0 to \$5,000.
2. That the County Auditor is requested to increase the appropriations of the following line item accounts in Fund 0102, Department 0061, Program 0062, AIDS/Communicable Disease Programs as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0503-0001	Full Time Employees	\$ 33,796	\$ 1,400	\$ 35,196
0516-0001	Seasonal Employees	\$ 0	\$ 2,500	\$ 2,500
0599-0001	Co. IMRF	\$ 2,659	\$ 110	\$ 2,769
0599-0003	SS Contribution	\$ 4,095	\$ 300	\$ 4,395
0612-0003	Educational Materials	\$ 500	\$ 390	\$ 890
0630-0001	Postage	\$ 700	\$ 200	\$ 900
0793-0001	Travel	\$ 350	\$ 100	\$ 450

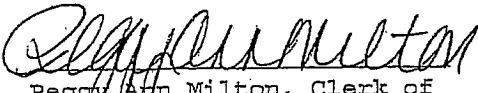
TOTALS: \$ 42,100 \$ 5,000 \$ 47,100


3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 15<sup>th</sup> day of April, 2008.

ATTEST:

APPROVED:

  
Peggy Ann Milton, Clerk of  
the McLean County Board of  
the County of McLean

  
Matt Sorensen Chairman of the  
McLean County Board

F:\adm\budg\08ECC

Members Owens/Gordon moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Amending the 2008 Combined Appropriation and Budget Ordinance for Fund 0102, Early Childhood Dental Caries Planning Grant - Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Vice-Chairman, presented the following:

A Resolution Amending the Fiscal Year 2008 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2008 McLean County Combined Appropriation and Budget Ordinance for Fund 0102.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 20, 2007 which became effective on January 1, 2008; and,

WHEREAS, it becomes necessary to amend the Funded Full-Time Equivalent Position Resolution to authorize position changes associated with the staff compliment allocated to work on Early Childhood Caries (ECC) Prevention Grant programs in operating Fund 0102.


Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Action</u>	<u>Fund</u>	<u>Program</u>	<u>Position Classification</u>	<u>Annual FTE</u>	<u>Months</u>	<u>Now</u>	<u>New</u>
Increase	0102-0061	0062	0516-0399	.14	6.0	.00	.07


This Amendment shall become effective and be in full force immediately upon adoption.

Adopted by the County Board of McLean County this 15<sup>th</sup> day of April 2008.

APPROVED

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

  
Peggy Ann Milton, Clerk of McLean County  
Board of the County of McLean  
adm\budg\08FTE102

**Budget Amendment  
Fund 0102  
Early Childhood Dental Caries Planning Grant**

The Illinois Department of Public Health awarded the McLean County Health Department a one-time grant of \$5,000 to engage a local community task force to explore approaches to reduce the incidence of early childhood dental caries. The intention of the planning process is to assess the availability of prevention services for children under the age of five. The planning group will be comprised of members already engaged in this effort through the department's AOK Early Childhood Network. The grant adds a .14 FTE social work intern to help staff the project along with time allocation to the project on the part of the department's community health and prevention supervisor and the health promotion program manager. The project concludes on September 30<sup>th</sup>.

Members Owens/Harding moved the County Board approve a Request for Approval of a Resolution Amending the Fiscal Year 2008 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2008 McLean County Combined Appropriation and Budget Ordinance for Fund 0102, Early Childhood Caries Planning Grant – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Vice-Chairman, presented the following:

An Ordinance of the McLean County Board  
Amending the 2008 Combined  
Appropriation and Budget Ordinance for Fund 0107

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2008 appropriation in Fund 0107 AIDS/Communicable Disease Program, and the Board of Health and Finance Committee concurs; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0407-0151 STD Prevention Grant - in Fund 0107, Department 0061, Program 0062 from \$0 to \$8,000.
2. That the County Auditor is requested to increase the appropriations of the following line item accounts in Fund 0107, Department 0061, Program 0062, AIDS/Communicable Disease Programs as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0503-0001	Full Time Employees	\$ 55,158	\$ 4,300	\$ 59,458
0516-0001	Seasonal Employees	\$ 0	\$ 1,573	\$ 1,573
0599-0001	Co. IMRF	\$ 7,462	\$ 449	\$ 7,911
0599-0002	Emp Medical	\$ 4,802	\$ 188	\$ 4,990
0599-0003	SS Contribution	\$ 8,707	\$ 336	\$ 9,043
0612-0003	Educational Materials	\$ 2,649	\$ 400	\$ 3,049
0622-0001	Med/Nurs Supplies	\$ 7,406	\$ 110	\$ 7,516
0629-0001	Printed Forms	\$ 2,243	\$ 220	\$ 2,463
0630-0001	Postage	\$ 1,050	\$ 80	\$ 1,130
0793-0001	Travel	\$ 700	\$ 200	\$ 900
0795-0003	Telephone	\$ 4,000	\$ 144	\$ 4,144

TOTALS:

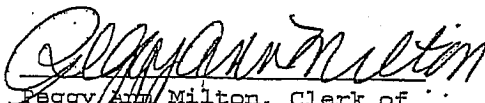
\$ 94,177 \$ 8,000 \$102,177

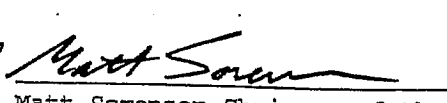
3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 15<sup>th</sup> day of April, 2008.

ATTEST:

APPROVED:

  
Peggy Ann Milton, Clerk of  
the McLean County Board of  
the County of McLean

  
Matt Sorensen Chairman of the  
McLean County Board

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Members Owens/Caisley moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Amending the 2008 Combined Appropriation and Budget Ordinance for Fund 0107, STD Prevention Grant - Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member-Owens, Vice-Chairman, presented the following:

A Resolution Amending the Fiscal Year 2008 McLean  
County Full-Time Equivalent Position Resolution  
Associated with an Ordinance to Amend the Fiscal Year  
2008 McLean County Combined Appropriation and Budget  
Ordinance for Fund 0107.

WHEREAS, the County Board adopted a funded Full-Time Equivalent  
Position Resolution on November 20, 2007 which became effective on  
January 1, 2008; and,

WHEREAS, it becomes necessary to amend the Funded Full-Time  
Equivalent Position Resolution to authorize position changes  
associated with the staff compliment allocated to work on STD  
Prevention Grant program in operating Fund 0107.


Therefore, Be it resolved by the McLean County Board, now in  
regular session, that the said funded Full-Time Equivalent  
Positions Resolution be and hereby is amended as follows:

<u>Action</u>	<u>Fund</u>	<u>Program</u>	<u>Position Classification</u>	<u>Annual FTE</u>	<u>Months</u>	<u>Now</u>	<u>New</u>
Increase	0107-0061	0062	0516-0399	.12	9.0	.00	.09

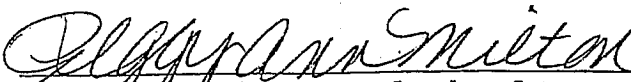
This Amendment shall become effective and be in full force  
immediately upon adoption.

Adopted by the County Board of McLean County this 15<sup>th</sup> day of  
April 2008.

APPROVED

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

  
Peggy Ann Milton, Clerk of McLean County  
Board of the County of McLean  
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~~Budget Amendment Narrative~~  
Grant Fund 0107  
STD Prevention Grant

The Illinois Department of Public Health provided a one-time grant to local health departments within jurisdictions with higher rates of sexually transmitted diseases (STD's). The selection criterion included the 20 counties with the highest rates per 100,000 residents. Local health departments were encouraged to utilize CDC risk population models to design intervention strategies. The McLean County Health Department will focus on deploying social marketing approaches to increase outreach efforts; self-collected urine specimens for drop off testing of Chlamydia and gonorrhea; and, STD prevention and education in a variety of community settings.

The grant will employ a part-time social work intern and will have time assigned to the project from various staff including: the communicable disease program coordinator, health promotion program manager, communication specialist and accounting specialist. The only FTE amendment will involve the intern. The miscellaneous assignment of staff to the project will come in the form of payroll distribution.

Members Owens/Cavallini moved the County Board approve a Request for Approval of a Resolution Amending the Fiscal Year 2008 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2008 McLean County Combined Appropriation and Budget Ordinance for Fund 0107, STD Prevention Grant – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Vice-Chairman, presented the following:

An Ordinance of the McLean County Board  
Amending the 2008 Combined  
Appropriation and Budget Ordinance for Fund 0107

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2008 appropriation in Fund 0107 AIDS/Communicable Disease Program, and the Board of Health and Finance Committee concurs; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0407-0134 Medical Reserve Corp (MRC) Capacity Grant - in Fund 0107, Department 0061, Program 0062 from \$5,000 to \$13,000.
2. That the County Auditor is requested to increase the appropriations of the following line item accounts in Fund 0107, Department 0061, Program 0062, AIDS/Communicable Disease Programs as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0515-0001	Part Time Employees	\$ 57,212	\$ 890	\$ 58,102
0599-0001	Co. IMRF	\$ 7,462	\$ 70	\$ 7,532
0599-0003	SS Contribution	\$ 8,707	\$ 68	\$ 8,775
0607-0001	Food	\$ 2,082	\$ 1,470	\$ 3,552
0620-0001	Op/Office Supplies	\$ 10,038	\$ 345	\$ 10,383
0621-0001	Non-Major Equipment	\$ 11,991	\$ 2,857	\$ 14,848
0629-0001	Printed Forms	\$ 2,243	\$ 140	\$ 2,383
0701-0001	Advertising/Leg Notices	\$ 0	\$ 1,000	\$ 1,000
0706-0001	Contract Services	\$ 10,000	\$ 1,000	\$ 11,000
0778-0001	DP User Fees	\$ 200	\$ 160	\$ 360

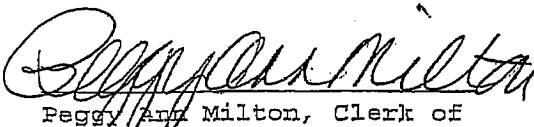
TOTALS: \$109,935 \$ 8,000 \$117,935

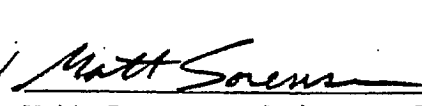
3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 15<sup>th</sup> day of April, 2008.

ATTEST:

APPROVED:

  
Peggy Ann Milton, Clerk of  
the McLean County Board of  
the County of McLean

  
Matt Sorensen Chairman of the  
McLean County Board

F:\adm\budg\08NACCHO

**Budget Amendment**  
**National Association of City and County Health Officials MRC Grant**  
**Grant Fund 0107**

The McLean County Health Department applied for, and was awarded, a \$5,000 contract during early 2008 by the National Association of City and County Health Officials (NACCHO) to conduct training for volunteers used as part of the McLean County Health Department's emergency public health response function. The department was previously awarded a \$10,000 grant by NACCHO for the same purpose in 2007. The new funding will be used primarily for planning and staging a regional Strategic National Stockpile dispensing exercise sometime in May. The department will purchase small equipment items as part of "go-kits" for MRC volunteers. The department will solicit new MRC volunteers, provide volunteer training, provide food for the volunteers and conduct the regional SNS dispensing site exercise. The MRC is made up of volunteer physicians, nurses, and other individuals to augment the community's capacity to meet public demand during a public health emergency such as a bioterrorism event or large scale infectious disease outbreak. A portion of the funding will be used to defray a portion of the office support staff position's compensation for support to the project.

Members Owens/Renner moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Amending the 2008 Combined Appropriation and Budget Ordinance for Fund 0107, MRC Grant – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Vice-Chairman, presented the following:

LABOR AGREEMENT  
Between the  
McLEAN COUNTY BOARD

And

AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, COUNCIL 31  
AFL-CIO

On Behalf of  
AFSCME Local 537

January 1, 2008 - December 31, 2010

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits, and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the County of McLean as represented by the McLean County Board (hereinafter referred to as the Employer) and the American Federation of State, County and Municipal Employees (hereinafter referred to as the Union), AFSCME Council 31, AFL-CIO, for and on behalf of Local 537.



### MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the management of the operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its work force, including, but not limited to the right to hire, promote, demote, transfer, allocate, assign and direct employees; to discipline, suspend and discharge regular employees for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per workweek, if any; to establish and change work schedules and assignments; the right to introduce new methods of operations; to eliminate, relocate, transfer or subcontract work; and, to maintain efficiency in the department, is vested exclusively in the Employer, provided the exercise of such rights of management does not conflict with the provisions of this Agreement.

## ARTICLE 1

### RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all permanent employees of the Highway Department who are Snowplow Operators, Truck Drivers/Laborers and Equipment Operators. The positions of Fleet Manager, Fleet Mechanic, Heavy Equipment Mechanic, Engineering Technician I, Engineering Technician II, Highway Maintenance Coordinator I, and Highway Maintenance Coordinator II are not included in the bargaining unit.

## ARTICLE 2

### UNION SECURITY CLAUSE

#### Section 1 -Membership and Fair Share

All employees working in the bargaining unit on the effective date of this Agreement shall have a period of thirty (30) calendar days to decide whether or not they wish to become or remain members of the Union. Employees who elect to join or remain members of the Union shall remain members in good standing and pay dues for the duration of this contract. All employees in the bargaining unit who are hired after the effective date shall likewise have thirty (30) calendar days to decide whether or not they wish to become members of the Union. Should they elect to join the Union, they must remain members in good standing and pay dues for the duration of this contract. Those employees selecting not to be members of the Union will be under no obligation to do so.

Thirty (30) days after the effective date of this Agreement, those employees selecting not to be members of this Union shall be required to pay in lieu of dues a proportionate fair share of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours and other conditions of employment. Said fair share amount shall be certified by the Union to the employer, and shall not exceed the amount of dues uniformly required of members. All bargaining unit employees hired on or after the effective date of this Agreement who have not made application for membership shall, on or after the thirtieth (30<sup>th</sup>) day of their hire, also be required to pay a fair share as defined above. They may, however, join

the Union at any time. All employees are free to resign from the Union during the thirty (30) day period immediately preceding the expiration of the Collective Bargaining Agreement.

#### Section 2 - Checkoff

The Employer agrees to deduct Union dues and Union sponsored benefit program contributions, to a maximum of a total of three (3) such deductions, from the pay of those employees who individually request in writing that such deductions be made. The aggregate deductions of all employees and a list of their names, addresses, social security numbers, and the amount deducted shall be remitted monthly to AFSCME Council 31, 615 S. Second Street, P.O. Box 2328, Springfield, IL, 62705-2328. The Union shall advise the Employer of any increase in dues and/or assessments at least thirty (30) days prior to the effective date.

#### Section 3 Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by an employee against the Employer as a result of the Employer's complying with this Article.

ARTICLE 3

NO STRIKES OR LOCKOUT

During the term of this Agreement, there shall be no strikes, work stoppages or slow-downs. No officer or representative of the Union shall authorize, institute, instigate, aid or condone such activities.

No lockout of employees shall be instituted by the Employer or their representatives during the term of this Agreement.

## ARTICLE 4

### SUB-CONTRACTING

It is the policy of the Employer to make every reasonable effort to utilize its employees to perform work they are qualified to do and, to that end, the employer will avoid, in so far as is practicable, the subcontracting of work performed by employees in the bargaining unit. However, the employer reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy, or other related factors.

## ARTICLE 5

### INTEGRITY OF THE BARGAINING UNIT

The Employer recognizes the integrity of the bargaining unit, and will not take any action directed at eroding it. Subject to the provisions of this Agreement, the Employer will continue to endeavor to assign bargaining unit work to bargaining unit employees. The hiring of temporary or emergency employees to supplement bargaining unit employees' work on a temporary basis shall not be considered erosion of the bargaining unit.

Duties currently performed by the Highway Maintenance Coordinator(s) will not be considered erosion of the unit.

## ARTICLE 6

### UNION RIGHTS

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings, Labor/Management meetings, meetings called or agreed to by the Employer, if said employees are required to attend such meetings.

The Employer agrees that AFSCME Staff Representatives shall have reasonable access to the premises of the Highway Department of the Employer, giving notice upon arrival to the appropriate Employer representative.

The Employer shall provide a bulletin board at the work location for the sole and exclusive use of the Union. No political material of any sort may be placed upon the bulletin board.



ARTICLE 7

PERSONNEL FILES

All employees covered by this Agreement shall be afforded all rights regarding personnel files as described in 820 ILCS 40/1 et seq., which provides that an employer shall grant at least 2 inspection requests by an employee in a calendar year.

ARTICLE 8

JOB DESCRIPTION

Prior to making any substantial changes in existing job descriptions, the Employer agrees to meet with the Union to discuss such changes. The Union will be given a copy of all current bargaining unit job descriptions.

ARTICLE 9

NON-DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical disability.

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted under 5 ILCS 315/1 et seq. or for their participation in or lawful activities on behalf of the Union.

## ARTICLE 10

### HOURS OF WORK

Normally, the work week shall consist of forty (40) hours per week and of five (5) consecutive eight and a half (8-1/2) hour days, Monday through Friday inclusive. The workday shall consist of eight and a half (8-1/2) consecutive hours with an interruption of one-half (1/2) hour unpaid lunch, at the midpoint of the shift.

Employees shall be allowed two (2) fifteen (15) minute rest periods; one (1) during the first half of the shift and one (1) during the second half of the shift. If the employees so desire, the second rest period may be taken immediately preceding their normal quitting time. All employees shall opt for the early or late break on a weekly basis. Employees shall be allowed adequate travel time in order to return to the County Highway Department facility at the end of the shift.

The normal hours of work shall be 7:30 a.m. to 4:00 p.m. However, the Union or the Employer may request changing starting and quitting times for all or part of the bargaining unit. Such change shall be made only by mutual consent of the parties.

The Employer shall offer members of the bargaining unit work on the winter night shift based on their job qualifications and ability. If no employee who is offered work on the winter night shift accepts the assignment, the qualified employee with the lowest Union seniority shall be given the assignment and paid accordingly.

When employees are called to report to work outside of their normal work hours, they shall be paid a minimum of two (2) hours, unless the call out immediately precedes the start of a work shift

by less than two (2) hours, in which case it shall be the time actually worked. There shall be a minimum of two (2) people present at any call-out scene.

Any employee driving emergency snow removal equipment home overnight shall remain in paid status until he/she arrives home, and from the time he/she leaves home in the morning.

## ARTICLE 11

### OVERTIME

#### Section 1 - Overtime Pay

Any employee required to work more than eight (8) hours per day shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate for time over eight (8) hours worked in the same day. Overtime shall not apply to an employee who calls in sick, or is otherwise on leave, reports to work later the same day, and does not actually work beyond the full eight (8) hours that day. In such case, paid leave time shall be adjusted to reflect an eight (8) hour day.

Employees will be paid overtime pay at a rate of time and one-half for all hours worked in excess of forty (40) hours per week.

Personal days, vacation days, paid sick leave and holidays, and bereavement leave taken during the week will be counted as days worked for the purpose of computing overtime.

Any employee required to work any holiday or Sunday shall be paid at the rate of two (2) times the employee's straight time hourly rate. This premium pay is in addition to the holiday pay.

Overtime shall not be pyramided or paid twice for the same hours worked.

#### Section 2 - Meal Allowance

Any employee required to work twelve (12) or more consecutive hours shall receive a meal allowance of ten dollars (\$10.00).

#### Section 3 - Overtime Scheduling

Any employee who is assigned to work that requires more than the normal eight (8) hours or weekend work and/or territorial

problems on ice removal shall continue to perform that work. If an employee so assigned chooses not to work the overtime, another qualified employee shall be selected based on availability (i.e. distance) and the overtime rotation principle of equality in distribution. If the overtime requires work on Saturday and/or Sunday, the assignment shall first be offered to bargaining unit members on a rotating basis, the qualified employee having the least number of overtime hours being given the first opportunity.

Provided that the employer gives no less than four (4) hours notice in advance of the beginning of the overtime assignment, if an employee refuses an offer of overtime, all hours refused will be added to the employee's overtime equalization record for the purposes of determining which employee(s) will be eligible for the next overtime opportunity. On an emergency call-out, the most available bargaining unit person shall be called first.

If a person does not respond to an emergency call-out, all hours will be added to the employee's overtime equalization record for the purposes of determining which employee(s) will be eligible for the next overtime opportunity.

Overtime records and distribution for all bargaining unit employees will be posted bi-weekly starting with the first pay period of the year. A copy will be given to the Union President or their designee.

If, through administrative error, an employee is missed, that employee shall be offered the next available overtime opportunity or opportunities which equal the overtime that was missed. Upon request, the Union shall be provided with the most current overtime equalization information.

## ARTICLE 12

### DRUG AND ALCOHOL TESTING PROGRAM

The parties agree to abide by the rules and regulations promulgated under the Omnibus Transportation Employee Testing Act of 1991, and subsequent amendments to that Act, by agreeing to the provisions of the McLean County DOT Drug and Alcohol Testing Program as presented prior to the signing of this Labor Agreement.

The Employer shall immediately notify the Union of, and offer to discuss, any changes in this Program which are necessitated by changes in Federal or State law. Any changes not mandated by law shall be subject to negotiation between the parties.

The parties also agree that, to the extent that it is practical for management to do so without disruption to work operations, the Employer will notify the Union as soon as possible of any employee who is subject to "reasonable suspicion testing" as provided in this Program.



## ARTICLE 13

### DISCIPLINE AND DISCHARGE

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action, including discharge, may be imposed on an employee only for just cause, except that the discharge of a probationary employee is at the sole discretion of the Employer and shall not be subject to arbitration.

Depending on the seriousness of the offense and the facts and circumstances involved, discipline may be imposed as follows:

- (a) One-on-one counseling, and if indicated, assistance in solving a problem area should be given prior to the initiation of any disciplinary action.
- (b) Written reprimand, warning - a written reprimand or written correction should be given to the employee after a recurrence of the action.
- (c) Suspension.
- (d) Discharge.

In the event disciplinary action of suspension or discharge is taken against an employee, the Employer shall notify the employee and the Union in writing within five(5) working days with a clear and concise statement of the reasons therefore.

An employee shall be entitled to the presence of a Union representative at an investigatory interview if he/she requests one, and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. An employee will be notified when any departmental investigation has been completed.

Once discipline is imposed, the Employer shall not increase it for the same particular act of misconduct.

If an employee identifies any written reprimands or other statements of disciplinary action on file in her/his personnel files, and so requests, said statements will be removed if, for the two (2) year period following the written statement or disciplinary action, the employee remains in continuous active service and received no further disciplinary action.

## ARTICLE 14

### GRIEVANCE PROCEDURE

#### Section 1 - Definition

A grievance is defined as a dispute or difference of opinion raised by one (1) or more employees, and/or the Union involving the meaning, interpretation or application of the express provisions of this Agreement. However, the lay off or discharge of a probationary employee shall not be subject for arbitration.

#### Section 2 - Grievance Steps

A grievance shall be processed in the following manner:

Step 1: If any employee, or the Union, has a grievance, it shall be submitted to the supervisor who is designated for this purpose. The supervisor shall give his/her oral answer within five (5) working days after such presentation.

Step 2: If the grievance is not settled in Step 1 and the Union wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred, in writing, to the Department Head within five (5) working days after the designated supervisor's answer in Step 1, and shall be signed by both the employee and the Union Steward. The Department Head, or his/her representative, shall discuss the grievance within five (5) working days with the Union Steward or the Union Representative at a time mutually agreeable to the parties. If no settlement is reached, the Department Head, or his/her representative, shall give the Employer's written answer to the Union within five (5) working days following their meeting.

#### Section 3 - Arbitration

If the grievance is not settled in accordance with the

foregoing procedure, the Union may refer the grievance to arbitration within seven (7) working days after receipt of the Employer's answer in the final step. The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of notice of referral and, in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately, jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first two (2) names; the Employer shall then strike two (2) names, and the remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union that he/she set a time and place, subject to the availability of the Employer and Union representatives.

#### Section 4 - Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement.

He/she shall consider and decide only the specific issue submitted to him/her in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his/her decision within thirty (30) days following close of the hearing or the submission of briefs by the

parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

#### Section 5 - Expenses of Arbitration

The fees and expenses of the arbitrator and the cost of a single copy of a written transcript shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

#### Section 6 - Time Limit

No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the occurrence of the event giving rise to the grievance or within ten (10) working days after the employee become aware of the occurrence of the event giving rise to the grievance.

The time limit in each Step may be extended by mutual written agreement of the Employer and Union representatives involved in each Step. The term "working days", as used in this Article, shall mean the days Monday through Friday inclusive.

## ARTICLE 15

### SENIORITY

#### Section 1 - County Seniority

County Seniority is defined as the employee's length of continuous service with the County since his last date of hire as a permanent employee. This seniority shall be applied in determining benefits unless specifically excluded. Adjustments to County Seniority (i.e. subtractions) shall be made for all breaks in service exceeding three (3) continuous months, i.e. unpaid leaves of absence and layoffs. Except as otherwise stated, "length of service" shall be equal to the employee's County Seniority.

#### Section 2 - Union Seniority

Union seniority is defined as the employee's length of continuous service with the County since his last date of hire as a member of this bargaining unit. Union seniority is subject to the same adjustments and conditions as County seniority.

#### Section 3 - Breaking Seniority

An employee shall lose all seniority and employment status upon resignation, discharge for just cause, retirement, layoff exceeding twelve (12) months, injury off-the-job or on-the-job for employees employed less than five (5) full years where the employee is absent for a period of twelve (12) consecutive months and for employees employed for more than five (5) full years where an employee is absent for a period of twenty-four (24) consecutive months. If an employee returns to work within the limitation periods provided for by layoff, injury off-the-job or injury on-the-job, then in that event, the employee may begin to accrue

seniority without losing previous seniority accrued while working for the Employer.

#### Section 4 - Seniority List

The Employer shall post and submit to the local Union President an updated seniority list twice each year, during January and July, noting both Union seniority and County seniority. All disputes concerning the posted listing shall be processed as grievances but only if submitted within two (2) weeks of the date of the original posting of the seniority listing.

#### Section 5 - Probationary Period

All new employees shall complete a probationary period of six months. During the probationary period, the employee will accumulate seniority rights but not exercise such rights without the approval of the department head. During the probationary period, the layoff or discharge of an employee shall be at the sole discretion of the Employer and such discharge or layoff may not be a subject for arbitration.

All promoted employees shall complete a probationary period of 6 months. The probationary period may be extended up to three additional months at the sole discretion of the Employer. Failure of the employee to satisfactorily complete the probationary period will result the employee's return to their previous job classification.

## ARTICLE 16

### FILLING OF VACANCIES

#### ASSIGNMENTS

Assignment of employees shall be considered on the basis of their job qualifications and ability. When job qualifications are relatively equal, then Union seniority will govern assignments. Employees will be notified of their individual results of their tests upon request.

The Employer will provide on-the-job training for those employees who request such training. The employer will post all upcoming trainings, seminars, schooling, and programs relevant to positions covered by this agreement so employees have the opportunity to express their interest for same.

The current practice relating to daily job assignments of bargaining unit employees shall continue during the term of this agreement.

Notification of opening assignments shall be posted by the employer. Employees shall then submit letters of interest.



## ARTICLE 17

### LAYOFF AND RECALL

A layoff is defined as an involuntary decrease of the existing bargaining unit work force. (a) Employees shall be laid off in inverse order of the Union seniority as defined in Article 15. When a vacancy occurs in the bargaining unit, employees shall be recalled in seniority order. An employee's right to recall shall be for a period of two (2) years. If the vacancy exists in the bargaining unit at the time an employee is subject to layoff, the vacancy shall be filled by that employee, if qualified.

ARTICLE 18

UNIFORMS

All employees will be provided summer and winter uniforms as follows:

- 2 Pairs of Safety Shoes
- 1 Pair of Insulated coveralls
- 5 Winter Shirts
- 5 Pairs of Jeans
- 1 Winter Jacket
- 1 Orange Sweatshirt
- 1 Pair of Leather Gloves
- 5 Orange Tee Shirts
- 1 Orange Winter Cap
- 1 Orange Summer Cap

The Employer agrees to replace and/or clean coveralls. When the items listed above are worn out, they will be replaced. Employees shall wear the uniforms provided by the Employer.

## ARTICLE 19

### LEAVES OF ABSENCE

#### Section 1 - Sick Leave

Each year, all bargaining unit employees shall earn the equivalent of ten (10) paid sick days through the course of the year, based on the hourly accrual rate of .03847. Employees shall be allowed to carry over from year-to-year a maximum of 120 days (960) hours.

Upon retirement or termination, except discharge for cause, an employee carrying a minimum of thirty (30) unused sick days may receive payment of half (1/2) of the unused sick days to a maximum of 45 days or, in the alternative, may apply the total number of unused sick days towards retirement under IMRF (i.e. service credits).

Sick leave can be used for illness, disability, or injury of the employee, and for appointments with a doctor or dentist. An employee can use sick leave for illness, disability, or injury of a member of the employee's immediate family. Immediate family shall be defined as husband, wife, mother, father, brother, sister and children.

Sick leave may be used in no less than one (1) hour increments. Any employee who has exhausted sick leave benefits shall be granted, upon request, a leave of absence without pay for a period of up to two (2) years for employees with five (5) or more full years of service and a period of up to one (1) year for employees with less than five (5) full years of service. The Employer may require a written statement explaining the employee's health condition with said statement to be provided by a medical

doctor (M.D.).

#### Section 2 - Sick Leave Excess Bank

Sick leave hours accumulated in excess of the maximum shall be credited to the employee's sick leave excess bank, which will be reported to the IMRF upon the employee's retirement for service credits. Such hours may not be used or withdrawn in any other manner from this sick leave excess bank.

#### Section 3 - Personal Leave

All bargaining unit employees shall be permitted two (2) personal days off each calendar year with pay.

#### Section 4 - Seniority Upon Return from Leave

An employee shall retain seniority while on leave of absence. When an employee returns from leave of absence, the Employer shall return the employee to the same or similar position in which the employee was the incumbent prior to the commencement of such leave, seniority permitting. Any employee who exceeds the limits of leave prescribed by Article 15 and Article 19 shall lose employment status. A temporary employee may be utilized for the duration of an incumbent employee's leave.

#### Section 5 - Bereavement Leave

The Employer agrees to provide employees leave without loss of pay, as a result of death in the family, not to exceed three (3) consecutive days, excluding regularly scheduled days off, immediately following the death of a member of the immediate family. Immediate family shall be defined as husband, wife, mother, father, brother, sister, children, grandparents, mother-in-law and father-in-law or any person living in the employee's household for whom the employee has custodial responsibility. The

Employer also agrees to provide one (1) day of leave without loss of pay as a result of death of a brother-in-law, sister-in-law, or grandparent-in-law. The Employer also agrees to provide one-half (1/2) day of leave without loss of pay for the express purpose of attending the funeral of any person who was a current or past employee of the Highway Department.

## ARTICLE 20

### HEALTH AND LIFE INSURANCE

#### Section 1 - Health Insurance

Employees covered by this Agreement will be eligible to participate in the County's health insurance plan subject to the same terms and conditions applicable to other County employees generally.

Prior to the implementation of any change in the rates or the coverage of the County's regular plan, the Employer will meet and confer with the Union. With any change in rates, the present proportion of contributions will be maintained. With any change in benefits, upon the request of the Union the parties shall meet to negotiate the impact of such changes.

#### Section 2 - Life Insurance

The Employer shall provide \$10,000 of group life insurance coverage for each bargaining unit member. The Employer shall also make available up to \$40,000 additional group life insurance at favorable group rates.

ARTICLE 21

HOLIDAYS

Section 1 - Designated Holidays

The following days shall be holidays:

New Year's Day  
Martin Luther King Day  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Section 2 - Holiday Adjustment

When one of the above holidays falls on Sunday, the following Monday shall be observed as the holiday. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 3 - Holiday Pay Requirement

In order to receive holiday pay, an employee must work the scheduled day of work immediately before and after the holiday, unless absence on either or both of these days is for good cause and approved by the Employer.

## ARTICLE 22

### VACATIONS

#### Section 1 - Amount

Employees shall earn vacation time in accordance with the following schedule:

Years of Service with Benefits (County Seniority)	Hourly Accrual Rate	Projected Annual Days
Start through 6th year	.03847	10
7th through 15th year	.05769	15
16th year	.06153	16
17th year	.06538	17
18th year	.06923	18
19th year	.07307	19
20th year	.07692	20
21st year	.08077	21
22 <sup>nd</sup> year	.08462	22
23 <sup>rd</sup> year and above	.08847	23

#### Section 2 - Vacation Time Usage

Requests for vacation leave of one (1) working week or longer must be made at least one (1) full working week prior to the taking of the leave. Requests for vacation leave for periods less than one (1) full working week must be made at least twenty-four (24) hours prior to the taking of leave. Vacation time may be taken in increments of no less than one hour at any time after it is earned. Requests for vacation shall not be unreasonably denied.

#### Section 3 - Vacation Carryover

An employee may carry over into the next calendar year a maximum of one year's accumulation, at the employee's present accrual rate.

#### Section 4 - Payment for Vacation Accumulated

Upon separation from County employment for any reason, the



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employee shall be paid for all accumulated, unused, vacation time at the employee's hourly rate of pay on his last day of work.

## ARTICLE 23

### WAGES

#### Section 1 - Rates

Pay steps for bargaining unit positions will increase by the following amounts for pay steps 1 through 19:

2008	2009	2010
\$.60	\$.60	\$.60

Pay steps for bargaining unit positions will increase by the following amounts for pay step 20:

2008	2009	2010
\$.65	\$.65	\$.65

See Attachment A for all steps and rates.

Effective of January 1, 2008, all incumbents of Job Class 7003, Truck Driver/Laborer, shall be advanced to the step closest in pay, but not less than their previous rate, in Job Class 6103, Engineering Technician. Effective January 1, 2008 the Job Description for Job Class 6103 shall be Truck Driver/Laborer.

#### Section 2 - Promotion Rates

An employee who is promoted from one classification to a higher paid classification will receive a five (5%) percent increase but not less than the minimum nor more than the maximum rate of the pay range for the employee's new position classification.

#### Section 3 - Temporary Assignments

An employee who is temporarily assigned to work normally performed by an employee in a higher job class shall receive the appropriate wage rate of that higher class after eight (8)

continuous hours of such assignment.

#### Section 4 - Commercial Drivers License

The employer will pay the costs of obtaining and renewing a Commercial Drivers License and required endorsements for any employee who is assigned to a position that requires such credentials.

#### Section 5 - Personal Property Damage

The Employer agrees to repair or replace as necessary an employee's prescription eyeglasses or corrective lenses, if such are damaged or broken during the course of the employee's duties.

Such incidents must be documented with the employee's immediate supervisor.

#### Section 6 - Winter Night Shift

An Employee assigned to the winter night shift shall receive 115 percent of the normal pay rate.

## ARTICLE 24

### SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, the parties shall attempt to renegotiate the invalidated provision. All remaining provisions of this Agreement shall remain in full force and effect.

## ARTICLE 25

### SPECIAL MEETINGS

#### Section 1 - Safety/Labor Meeting

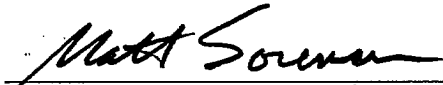
In attempting to promote a safe and harmonious work environment, the parties agree to meet a minimum of six (6) times per year to discuss safety issues and/or concerns. The Employer shall provide an agenda at the beginning of every meeting. Employees may submit suggestions for agenda items for future meetings to the Safety Officer.

ARTICLE 26

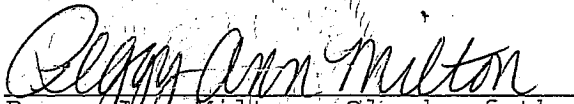
TERMINATION

This Agreement shall be effective January 1, 2008, and shall continue in full force and effect until December 31, 2010, and thereafter from year-to-year unless not more than ninety (90) days, but not less than sixty (60) days prior to December 31, 2010, either party gives written notice to the other of the intention to amend or terminate this Agreement.

FOR MCLEAN COUNTY BOARD:

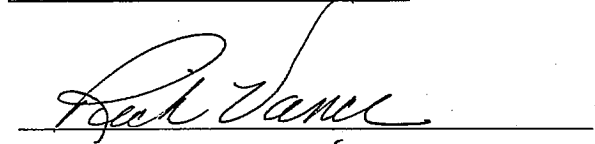
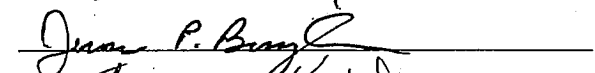
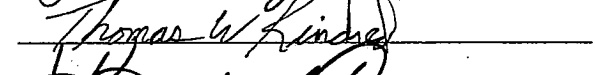

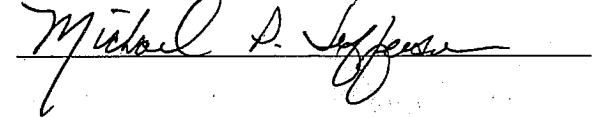
  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

  
Peggy Ann Milton, Clerk of the  
County Board of McLean County,  
Illinois

Date: 04/15/08

FOR AFSCME COUNCIL 31:

# ATTACHMENT A

Step	7002 --- Seasonal Plow Operator				7003 --- Truck Driver/Laborer (7003 merged with 6103)				6103 --- Engineering Technician 6103 --- Truck Driver/Laborer				7005 --- Equipment Operator			
	2007		stp 20 +.05		2007		2008		2007		stp 20 +.05		2007		stp 20 +.05	
1	\$12.9500	\$13.5500	\$14.1500	\$14.7500	\$15.6025	\$17.2456	\$17.2456	\$17.2456	\$16.6456	\$17.2456	\$17.8456	\$18.4456	\$17.3621	\$17.9621	\$18.5621	\$19.1621
2	\$13.1780	\$13.7780	\$14.3780	\$14.9780	\$15.8457	\$17.2456	\$17.2456	\$17.2456	\$16.9087	\$17.5087	\$18.1087	\$18.7087	\$17.6388	\$18.2388	\$18.8388	\$19.4388
3	\$13.4060	\$14.0060	\$14.6060	\$15.2060	\$16.0889	\$17.2456	\$17.2456	\$17.2456	\$17.1718	\$17.7718	\$18.3718	\$18.9718	\$17.9155	\$18.5155	\$19.1155	\$19.7155
4	\$13.6340	\$14.2340	\$14.8340	\$15.4340	\$16.3321	\$17.2456	\$17.2456	\$17.2456	\$17.4349	\$18.0349	\$18.6349	\$19.2349	\$18.1922	\$18.7922	\$19.3922	\$19.9922
5	\$13.8620	\$14.4620	\$15.0620	\$15.6620	\$16.5753	\$17.5087	\$17.5087	\$17.5087	\$17.6980	\$18.2980	\$18.8980	\$19.4980	\$18.4689	\$19.0689	\$19.6689	\$20.2689
6	\$14.0900	\$14.6900	\$15.2900	\$15.8900	\$16.8185	\$17.7718	\$17.7718	\$17.7718	\$17.9611	\$18.5611	\$19.1611	\$19.7611	\$18.7456	\$19.3456	\$19.9456	\$20.5456
7	\$14.3180	\$14.9180	\$15.5180	\$16.1180	\$17.0617	\$18.0349	\$18.0349	\$18.0349	\$18.2242	\$18.8242	\$19.4242	\$20.0242	\$19.0223	\$19.6223	\$20.2223	\$20.8223
8	\$14.5460	\$15.1460	\$15.7460	\$16.3460	\$17.3049	\$18.2980	\$18.2980	\$18.2980	\$18.4873	\$19.0873	\$19.6873	\$20.2873	\$19.2990	\$19.8990	\$20.4990	\$21.0990
9	\$14.7740	\$15.3740	\$15.9740	\$16.5740	\$17.5481	\$18.5611	\$18.5611	\$18.5611	\$18.7504	\$19.3504	\$19.9504	\$20.5504	\$19.5757	\$20.1757	\$20.7757	\$21.3757
10	\$15.0020	\$15.6020	\$16.2020	\$16.8020	\$17.7913	\$18.8242	\$18.8242	\$18.8242	\$19.0135	\$19.6135	\$20.2135	\$20.8135	\$19.8524	\$20.4524	\$21.0524	\$21.6524
11	\$15.2300	\$15.8300	\$16.4300	\$17.0300	\$18.0345	\$19.0873	\$19.0873	\$19.0873	\$19.2766	\$19.8766	\$20.4766	\$21.0766	\$20.1291	\$20.7291	\$21.3291	\$21.9291
12	\$15.4580	\$16.0580	\$16.6580	\$17.2580	\$18.2777	\$19.3504	\$19.3504	\$19.3504	\$19.5397	\$20.1397	\$20.7397	\$21.3397	\$20.4058	\$21.0058	\$21.6058	\$22.2058
13	\$15.6860	\$16.2860	\$16.8860	\$17.4860	\$18.5209	\$19.6135	\$19.6135	\$19.6135	\$19.8028	\$20.4028	\$21.0028	\$21.6028	\$20.6825	\$21.2825	\$21.8825	\$22.4825
14	\$15.9140	\$16.5140	\$17.1140	\$17.7140	\$18.7641	\$19.8766	\$19.8766	\$19.8766	\$20.0659	\$20.6659	\$21.2659	\$21.8659	\$20.9592	\$21.5592	\$22.1592	\$22.7592
15	\$16.1420	\$16.7420	\$17.3420	\$17.9420	\$19.0073	\$19.8766	\$19.8766	\$19.8766	\$20.3291	\$20.9291	\$21.5291	\$22.1291	\$21.2359	\$21.8359	\$22.4359	\$23.0359
16	\$16.3700	\$16.9700	\$17.5700	\$18.1700	\$19.2505	\$20.1397	\$20.1397	\$20.1397	\$20.5922	\$21.1922	\$21.7922	\$22.3922	\$21.5126	\$22.1126	\$22.7126	\$23.3126
17	\$16.5980	\$17.1980	\$17.7980	\$18.3980	\$19.4937	\$20.4028	\$20.4028	\$20.4028	\$20.8553	\$21.4553	\$22.0553	\$22.6553	\$21.7893	\$22.3893	\$22.9893	\$23.5893
18	\$16.8260	\$17.4260	\$18.0260	\$18.6260	\$19.7369	\$20.6659	\$20.6659	\$20.6659	\$21.1184	\$21.7184	\$22.3184	\$22.9184	\$22.0660	\$22.6660	\$23.2660	\$23.8660
19	\$17.0540	\$17.6540	\$18.2540	\$18.8540	\$19.9801	\$20.9291	\$20.9291	\$20.9291	\$21.3815	\$21.9815	\$22.5815	\$23.1815	\$22.3427	\$22.9427	\$23.5427	\$24.1427
20	\$17.2820	\$17.8820	\$18.4820	\$19.0820	\$20.5233	\$21.1922	\$21.1922	\$21.1922	\$21.9446	\$22.5446	\$23.1446	\$23.7446	\$22.9194	\$23.5194	\$24.1194	\$24.7194



# HIGHWAY DEPARTMENT

John E. Mitchell, County Engineer  
Eric S. Schmitt, Assistant County Engineer  
102 S. Towanda-Barnes Rd, Bloomington, IL 61704  
(309) 663-9445 FAX (309) 662-8038  
[highway@mcleancountyl.gov](mailto:highway@mcleancountyl.gov)

McLean County

Letter of Understanding relating to the LABOR AGREEMENT between the McLEAN COUNTY BOARD and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 31 AFL-CIO on behalf of AFSCME Local 537  
Contract for January 1, 2008 - December 31, 2010

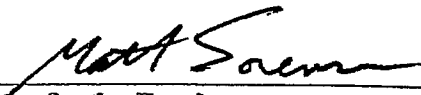
Letter of understanding regarding: 1) transition of Engineering Technician position(s) into Driver Laborer Job Classification and 2) Sunday double time on Winter Night Shift

1) The Collective Bargaining Agreement between McLean County and AFSCME 537 combines the Engineering Technician job classification into the Truck Driver/Laborer job classification. The current incumbents in the two existing Engineering Technician positions will continue to progress through the steps as previously in the new Truck Driver/Laborer job classification, until they reach the top of the range of the new Truck Driver/Laborer job classification.

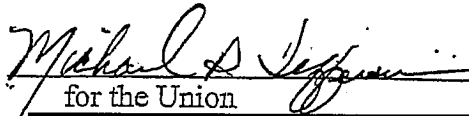
In addition, the two current incumbents will continue to be assigned a departmental vehicle on a take-home basis.

Whenever either of the two current incumbents separate from their positions, the McLean County Highway Department will determine at its sole discretion how the department will assign the duties and responsibilities of the Engineering Technician position to other Bargaining Unit employees. Further, it shall be at the sole discretion of the department as to whether the practice of assigning take-home vehicles will be continued or discontinued.

2) The Collective Bargaining Agreement between McLean County and AFSCME 537 provides that bargaining unit members will be paid double time for Sunday work. Since the Winter Night Shift regular work schedule begins on Sunday night, workers assigned to that shift will not receive double time when they work the shift beginning Sunday night, but will receive double time if they work a shift beginning Saturday night.

  
for the Employer

4.15.2008  
Date

  
for the Union

\_\_\_\_\_  
Date

Members Owens/Bostic moved the County Board approve a Request for Approval of Collective Bargaining Agreement by and between the McLean County Board and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO on Behalf of AFSCME Local 537 - Highway Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens stated the General Report was on pages 188-198.



JUSTICE COMMITTEE:  
Member Renner, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2008  
Combined Annual Appropriation and Budget Ordinance  
Circuit Clerk Court Document Storage Fund 0142, Circuit Clerk's Office 0015

WHEREAS, the McLean County Board, on November 20, 2007, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2008 Fiscal Year beginning January 1, 2008 and ending December 31, 2008; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Circuit Clerk's Court Document Storage Fund 0142, Circuit Clerk's Office, Department 0015; and,

WHEREAS, the Circuit Clerk's Office and Information Technologies have recently completed review of a pilot test of receiving scanned images from the microfilm provider and storing these images within the E\*Justice case management application; and,

WHEREAS, the value to the Circuit Clerk's Office is two-fold, first, the scanned images are sharper and cleaner than the microfilm and second, the scanned images can be viewed by staff at their desk; and,

WHEREAS, adding the scanned images to the E\*Justice case management application will require additional network storage capacity; and,

WHEREAS, Information Technologies has recommended that the Circuit Clerk's Office purchase a Storage Area Network (the "SAN") device with a 10 tera-byte capacity to store the scanned images; and,

WHEREAS, under GSA Contract GS-35F-4342D, Information Technologies can purchase a 10 tera-byte SAN for the Circuit Clerk's Office at a cost of \$42,000.00 including three years of maintenance; and,

WHEREAS, the Justice Committee, at its regular meeting on April 1, 2008, recommended to the County Board approval of an Emergency Appropriation Ordinance from the unappropriated fund balance of the Circuit Clerk's Court Document Storage Fund 0142 in the amount of \$42,000.00 for the purchase of a 10 tera-byte SAN for the Circuit Clerk's Office; and,

WHEREAS, the Executive Committee, at its regular meeting on April 15, 2008, approved and recommended to the County Board an Emergency Appropriation Ordinance from the unappropriated fund balance of the Circuit Clerk's Court Document Storage Fund 0142 in the amount of \$42,000.00 for the purchase of a 10 tera-byte SAN for the Circuit Clerk's Office; now, therefore,

(2)

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to make an Emergency Appropriation from the unappropriated fund balance of the Circuit Clerk's Court Document Storage Fund 0142 in the amount of \$42,000.00 and amend the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance as follows:

<u>Line Item Account</u>	<u>2008 Adopted</u>	<u>Increase</u>	<u>2008 Amended</u>
0142-0015-0011-0400.0000 Unappropriated Fund Balance	\$ 62,478.00	\$ 42,000.00	\$ 104,478.00

2. That the County Auditor is directed to amend the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation in the Circuit Clerk's Court Document Storage Fund 0142:

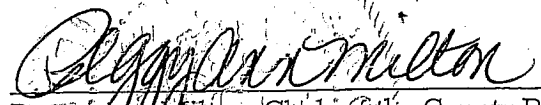
<u>Line-Item Account</u>	<u>2008 Adopted</u>	<u>Increase</u>	<u>2008 Amended</u>
0142-0015-0011-0833.0002 Purchase of Computer Equipment	\$ 0.00	\$ 42,000.00	\$42,000.00

3. That the County Clerk shall provide a Certified Copy of this Ordinance to the Circuit Clerk, County Treasurer, County Auditor, and the County Administrator.


ADOPTED by the McLean County Board this 15th day of April, 2008.

ATTEST:

APPROVED:



Peggy Ann Milton, Clerk of the County Board,  
McLean County, Illinois



Matt Sorensen, Chairman  
McLean County Board

LAW & JUSTICE CENTER  
104 West Front Street Room 404  
P.O. Box 2420  
Bloomington, IL 61702-2420



SANDRA K. PARKER  
CLERK OF THE CIRCUIT COURT  
COUNTY OF McLEAN  
(309) 888-5301

DIVISION OFFICES

Criminal:	Room 303 888-5320
Divorce/Family:	Room 404 888-5305
Civil:	Room 404 888-5340
Small Claims:	Room 404 888-5330
Traffic:	Room 303 888-5310

Memorandum

To: Honorable Members of the McLean County Justice Committee

From: Sandra Parker, Circuit Clerk

Date: March 18, 2008

Re: Fund Transfer - Document Storage Fund

The Circuit Clerk's office requests Committee approval of a \$42,000.00 budget amendment from the unappropriated fund balance of the Court Document Storage Fund 0142 for the purchase of computer equipment. If approved, this money will be used to purchase a storage area network (SAN) with a 10 Tera-Byte (TB) capacity. Mr. Craig Nelson advised me on Wednesday, March 12<sup>th</sup> of this significant savings opportunity, available for a short time on this item. For point of reference, Information Technologies earlier spent \$60,000 to purchase a 7 Tera-Byte SAN. It seems prudent to proceed with this purchase and take advantage of the \$16,000.00 savings.

The Circuit Clerk and County Information Technologies have recently completed review of a pilot test of receiving scanned images from our Microfilm provider (HOV) and storing them within the E\*Justice Case management application. The images are being created first, then taken to microfilm (microfilm remains the state standard). Once the images/film is verified, the original file is destroyed. The value to the Circuit Clerk's Office is two-fold. The images are sharper and cleaner than the old film method, and staff no longer needs to use the rolls of film and operate the reader printer. They can view the images at their desk and select the images to print. The images are accessible from an icon within the case. The need for a SAN to complete this project is not in question. This project will only grow in scope over time.

The Circuit Clerk would be open to using this SAN along with the SAN to be purchased by the Recorder of Deeds to serve as a back-up for each other's data in the event of a

Honorable Members of the McLean County Justice Committee  
March 19, 2008  
Page Two

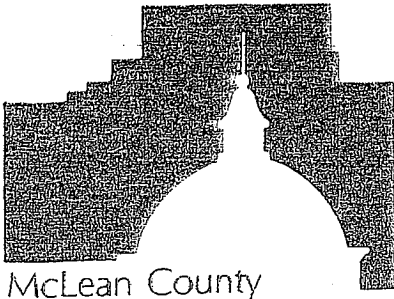
disaster. Mr. Newcom has already committed to acquiring a 10 Tera-Byte SAN with funds budgeted in the 2008 Recorder's Document Storage Fund 0137. By dividing our tera-byte ownership across the two machines, stored in separate buildings and replicating with one another, we could safeguard our data --giving each us better disaster recovery should one building be affected. It also sets a good example of a cooperative endeavor among the various departments within County government. I am confident that Mr. Nelson has the knowledge and skills to estimate our needs and make this work.

I apologize for not being available for this meeting. My father has an ongoing condition that is being treated at the Mayo Clinic. His appointment and our travel arrangements were scheduled long before Mr. Nelson contacted me with this savings opportunity.

I would be happy to speak with you prior to March 31<sup>st</sup> if you have any concerns that I might address.

Thank you for your kind consideration.

SKP/hmg



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400 Bloomington, Illinois 61702-2400

## Memo

**To:** McLean County Justice Committee and McLean County Board

**From:** Craig Nelson, Director of Information Technologies

**Date:** March 17, 2008

**Re:** Storage Area Network Proposal

I am writing in support of the Circuit Clerk's proposal to purchase a Storage Area Network (SAN) device.

The SAN is an Equallogic PS400E which provides 10.5 TB (Terabytes) of storage by using up to 14 disk drives of 750 GB (Gigabytes) each. The SAN has built-in redundancy with 2 disks controllers and 3 network interfaces. Equallogic is an industry-standard brand and was acquired by Dell computers in November of 2007.

The SAN is listed on GSA Contract GS-35F-4342D at \$62,700. The contract holder is willing to provide an instant rebate of \$27,745 in order to clear inventory for newer offerings. Combined with 3 years of support, the final figure is \$41,700, an outstanding savings.

Recently the offices of the Circuit Clerk and the office of the Recorder have each undertaken large-scale imaging projects that require significant storage.

This purchase, combined with an identical purchase by the McLean County Recorder, will allow Information Technologies to place one device in the Law and Justice Center and another in the Government Center. By allocating ½ of each device to the other's department, the data can be in a constant state of mirroring. This alleviates the need for a tape backup of the images.

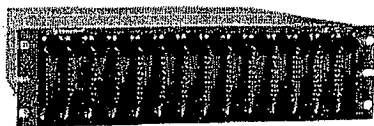
In the event that one of the devices would become unavailable, the other device can be brought online in a matter of minutes, restoring the availability of the images.

This is clearly a strong opportunity to improve the storage capacity for both the offices of the Circuit Clerk and the office of the Recorder at a substantial savings.

Both offices have indicated their willingness to allocate their equipment as described above. This will significantly decrease their level of risk in the event of a business continuity situation.

I will be happy to answer any questions the committee may have.

Thank you



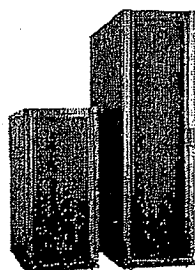
## PS400E STORAGE ARRAY

With 10.5 TB of capacity within a 3U enclosure, the PS400E is an enterprise SAN delivering best-in-class performance while providing both primary and secondary storage for database, e-mail, print, file, and web service applications.

### DATA SERVICES INCLUDE:

- Auto-Replication
- Automatic Load Balancing
- Auto-Snapshot Manager<sup>1</sup>
- Auto-Stat Disk Monitoring System
- Volume Consistency Sets
- Multi-Path I/O<sup>2</sup>
- PS Group Manager
- Pooled and Tiered Storage
- RAID Load Balancing
- Snapshot and Auto-Replication Scheduler
- E-mail Home
- Storage Virtualization
- Volume Cloning
- Volume Management
- Volume Snapshot

### PS STORAGE STACK



PS Series storage arrays are stackable as multi-array system configurations for customized performance and capacity

### TECHNICAL HIGHLIGHTS

Volumes	Up to 1,024
Snapshots	512 per volume / up to 10,000 total
Hosts accessing group	Up to 512
Host interface	Any standards-compliant iSCSI initiator
Controllers	2
Disk capacity	750 GB*; 7,200 RPM SATA II
System capacity	10.5 TB**
Number of drives	14
I/Os per second	60,000
Memory (battery-backed)	2 GB
Gb network interfaces	3
Copper (standard)	
Optical (SFP purchased separately)	
Sustained system bandwidth	300 MBps
Operating systems supported	Windows® 2000, Windows Server 2003, Windows XP, NetWare®, Linux, Solaris™, AIX®, HP-UX, Mac OS® X, VMware® ESX
Expansion option	Can be combined with other PS systems in a PS Storage Stack

### RAID SUPPORT

Automatic RAID 5, RAID 10 and RAID 50 configuration

### RELIABILITY

Redundant, hot-swappable controllers, power supplies/cooling fans, and disks  
 Mirrored write-back cache with 72-hour battery backup  
 Individual disk drive slot power control

### ENCLOSURE MONITORING SYSTEM

Automatic spare configuration and utilization

### SMART

Automatic bad block replacement

Auto-Stat Disk Monitoring System (ADMS) to monitor health of data on disk drives

### MANAGEMENT INTERFACES

SNMP, telnet, SSH, HTTP, Web (SSL), host scripting

Serial console

Multi-administrator support

### SECURITY

CHAP authentication

Access control for iSCSI and management interfaces

### NOTIFICATION METHODS

SNMP traps, e-mail, syslog

## POWER

Input voltage/power	100-240 VAC (auto-sensing) / 450 VA
Input current	4.0 A (maximum) @ 115 V
Input frequency	50-60 Hz
Power supplies	Dual 400 W
Power consumption	450 W

## ENVIRONMENTAL

Temperature range	5 to 40 °C / 41 to 104 °F
Storage temperature	-30 to 60 °C / -22 to 140 °F
Altitude	-70 to 3,048 m operational / -305 to 12,192 m non-operational
Relative humidity	20 to 80% non-condensing operational / 5 to 95% non-condensing non-operational
Thermal output	1,500 BTU per hour, 450 W (maximum configuration)
Shock	30 G for 2 ms operational / 30 g for 10 ms 1/2 sin non-operational
Vibration	.1 G @ 10 to 100 Hz operational / Random 1.04 grms 2-200 Hz non-operational
Acoustics	Sound Power Operating: <5.8 db LpA @ 20 °C

## PHYSICAL

Height	18.33 cm / 5.25 in / 3 EIA units
Width	44.77 cm / 17.625 in / 1EC Rack Compliant
Depth	63.5 cm / 25 in
Weight	36.74 kg / 81 lb (maximum configuration)

## AGENCY APPROVALS

Safety standards	UL 60950, CSA 60950, S Mark EN 60950 (Europe), CB Scheme
Electromagnetic Compatibility (EMC)	EN 55022 Class A, CE Mark, EN 55024 Immunity, ITE, FCC Class A, VCCI Class A (Japan) AN/NZS 3548 Class A (Australia/New Zealand)

C-Tick Compliance



N 4292

## LIMITED WARRANTY

2 years telephone support: business hours 5x9

1 year software maintenance and updates

2 years hardware (return to factory, first 90 days advance replacement, 1 year battery, 3 years on disks)

## SUPPORT PROGRAMS

Complete Care	24-hour priority online/telephone access, software maintenance and updates, next business day advance hardware replacement
Complete Care Plus	24-hour priority online/telephone access, software maintenance and updates, four hour onsite advance hardware replacement

\*1 GB = 1,000,000,000 bytes, useable space may be less

\*Qualified for Microsoft Windows Server 2003

\*\*1 TB = 1,000,000,000,000 bytes, useable space may be less

\*\*Qualified for Microsoft Windows Server 2000 and 2003, Linux and Sun Solaris Operating Systems

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55426\_USA\_070022

Members Renner/Cavallini moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, Circuit Clerk Document Storage Fund 0142 (to Purchase a Storage Area Network [SAN] Device) – Circuit Clerk's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information

<u>Requesting Agency or Department:</u> McLean County Sheriff's Department #404620		<u>This request is for:</u> <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant	
<u>Granting Agency:</u> Illinois Criminal Justice Information Authority	<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: 16.579 <input type="checkbox"/> State <input type="checkbox"/> Other	<u>Grant Date:</u> Start: 4/1/2008 End: 6/30/2008	
<u>Grant Title:</u> Multi-Jurisdictional Narcotics Unit Supplemental Equipment Grant			
<u>Grant Amount:</u> \$30,195.00		<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded	
<u>Match Amount (if applicable):</u> Required Match: \$10,065.00 Overmatch: \$		<u>Expected Initial Receipt Date:</u>	
<u>Grant Total Amount:</u> \$40,260.00		<u>Source of Matching Funds (if applicable):</u> Task Force 6	
<u>Will it be likely to obtain this grant again next FY?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<u>Equipment Pass Through?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>Monetary Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Grant Costs Information

<u>Will personnel be supported with this grant:</u> <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No		<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																							
<table border="1"><caption>Grant Expense Chart</caption><thead><tr><th>Personnel Expenses</th><th>Costs</th></tr></thead><tbody><tr><td>Number of Employees:</td><td></td></tr><tr><td>Personnel Cost</td><td>\$</td></tr><tr><td>Fringe Benefit Cost</td><td>\$</td></tr><tr><td>Total Personnel Cost</td><td>\$</td></tr><tr><td colspan="2"><u>Additional Expenses</u></td></tr><tr><td>Subcontractors</td><td>\$</td></tr><tr><td>Equipment</td><td>\$40,260.00</td></tr><tr><td>Other</td><td>\$</td></tr><tr><td>Total Additional Expenses</td><td>\$</td></tr><tr><td>GRANT TOTAL</td><td>\$40,260.00</td></tr></tbody></table>		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	Total Personnel Cost	\$	<u>Additional Expenses</u>		Subcontractors	\$	Equipment	\$40,260.00	Other	\$	Total Additional Expenses	\$	GRANT TOTAL	\$40,260.00	<u>Description of equipment to be purchased:</u> 1 Sport Utility Vehicle, 1 Pickup Truck 1 Secure Vehicle Lockbox 8 Tactical Vest Carriers	
Personnel Expenses	Costs																								
Number of Employees:																									
Personnel Cost	\$																								
Fringe Benefit Cost	\$																								
Total Personnel Cost	\$																								
<u>Additional Expenses</u>																									
Subcontractors	\$																								
Equipment	\$40,260.00																								
Other	\$																								
Total Additional Expenses	\$																								
GRANT TOTAL	\$40,260.00																								
		<u>Description of subcontracting costs:</u>																							
		<u>Other requirements or obligations:</u>																							

*Grant Total must match "Grant Total Amount" from General Grant Information*

Responsible Personnel for Grant Reporting and Oversight:

Mike Renner, Sheriff  
Department Head Signature

March 25, 2008  
Date

Grant Administrator/Coordinator Signature (if different)

Date

OVERSIGHT COMMITTEE APPROVAL

Chairman

Date



PROGRAM/TITLE:	Expanding Multi-Jurisdictional Narcotics Unit Supplemental Equipment
AGREEMENT NUMBER:	404620
PREVIOUS AGREEMENT NUMBER(S):	N/A
ESTIMATED START DATE:	April 1, 2008
SOURCES OF PROGRAM FUNDING:	
Anti-Drug Abuse Act (DFY 04) Funds:	\$30,195.00
Mailing Funds:	\$10,065.00
Total:	\$40,260.00

IMPLEMENTING AGENCY:	County of McLean
ADDRESS:	Government Center 115 E. Washington, Suite 401 Bloomington, IL 61701
IRS TAX IDENTIFICATION NUMBER:	37-6001569
AUTHORIZED OFFICIAL:	Mark Sorenson
TITLE:	Chairman, McLean County Board
TELEPHONE:	(309) 888-5110
PROGRAM FINANCIAL OFFICER:	Rebecca McNeil
TITLE:	Treasurer, County of McLean
TELEPHONE:	(309) 888-5180

PROGRAM AGENCY:	Task force 6
ADDRESS:	P.O. Box 1611 Bloomington, IL 61702-1611
PROGRAM DIRECTOR:	M/Sgt. Ben Halloran
TITLE:	Task Force Six Commander
TELEPHONE:	(309) 452-9961
EMAIL:	hallorb@isp.state.il.us

FISCAL CONTACT PERSON:	Jennifer Miller
AGENCY:	County of McLean
TITLE:	Bookkeeper
TELEPHONE:	(309) 888-5033
FAX:	(309) 888-5072
EMAIL:	Jennifer.miller@mcleancountyil.gov
PROGRAM CONTACT PERSON:	Michael J. Reidy
TITLE:	Chief of Police, City of Clinton, Illinois
TELEPHONE:	(217) 935-9441
FAX:	(217) 935-4219
EMAIL:	mreidy@clintonillinois.com

INTERAGENCY AGREEMENT

Anti-Drug Abuse Act of 1988 Programs

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the County of McLean on Behalf of Task Force 6, hereinafter referred to as the "Implementing Agency," with its principal offices at 115 E. Washington, Suite 401, Bloomington, Illinois 61701, for implementation of the Expanding Multi-Jurisdictional Narcotics Units Supplemental Equipment Program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Anti-Drug Abuse Act of 1988 and enters into interagency agreements with State agencies and units of local government for the use of these federal funds; and

WHEREAS, pursuant to the Anti-Drug Abuse Act of 1988, the Authority named the following program areas as the focus of the Illinois Statewide Drug and Violent Crime Control Strategy for federal fiscal year 2004:

1. Support prevention programs that help youth recognize risks associated with violent crime and drug use and target youth to reduce their use of violence, illicit drugs, alcohol, and tobacco products.
2. Support programs statewide that target prevention and early intervention for juveniles, with particular emphasis on the principals of balanced and restorative justice.
3. Support programs that enhance treatment effectiveness, quality, and services so that those who need treatment can receive it.
4. Support research that identifies what works in drug treatment and the prevention of drug use, violent crime, and their consequences.
5. Support programs that promote the efficiency and effectiveness of the criminal justice system.
6. Support efforts to implement an integrated justice system in Illinois that includes all components of the criminal justice system and every jurisdiction within the state.
7. Support efforts with law enforcement, prosecution, and probation to combat, disrupt, and test drug users.

WHEREAS, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas.

NOW, THEREFORE, BE IT AGREED by and between the Authority and the Implementing Agency as follows:

SECTION 1. DEFINITIONS

"Equipment grant": Funds providing for acquisition of tangible items which shall include a description of the

*ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit*

unit of local government's need for the equipment for purposes of reducing crime, improving officer and public safety, and improving operational effectiveness and an approved budget, attached as Exhibit A.

## SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from April 1, 2008 through June 30, 2008.

All items described in Exhibit A purchased with federal or matching funds must be ordered or purchased on or before June 30, 2008.

All items described in Exhibit A purchased with federal or matching funds must be received by implementing agency, and federal and matching funds must be liquidated (expended), on or before July 30, 2008. In the event the items are not received on or before July 30, 2008, the Implementing Agency must immediately submit a written statement to the Authority, explaining why the items have not yet been received.

Costs incurred before the execution date of this agreement may be charged and paid for with funds provided pursuant to this agreement, if included in Exhibit A, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

## SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced by the expiration date of this agreement (the equipment has not been ordered or purchased) the Implementing Agency must submit written notice to the Authority of the failure to commence performance of this agreement. The Authority shall require a refund of federal funds awarded if the Implementing Agency has not ordered or purchased the equipment on or before June 30, 2008. The Authority may also require a refund of federal funds, if the Implementing Agency has not adhered to the terms of Section 2, above; or if the equipment has not been received, in accordance with the terms and conditions of this agreement.

## SECTION 4. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the equipment grant described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 11 of this agreement, payment will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the equipment grant being funded, the Implementing Agency may request that an advance payment be made and may be required to include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$30,195.00 and is dependent on the expenditure of matching funds as described in Section 5 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of federal and matching funds into a bank account in the name of the Implementing Agency. Federal funds shall be immediately deposited into such bank account. The Implementing Agency may deposit such funds into an account separate from any of its other bank accounts, or treat such funds as a separate line item per its budget and audited financial statements. If the Implementing Agency receives more than one award from the Authority, the Implementing Agency shall ensure that the federal and matching funds for each award are accounted for separately.

#### **SECTION 5. MATCH**

Federal funds from the Anti-Drug Abuse Act of 1988 may be used to pay up to 75 percent of the program costs described in Exhibit B. The Implementing Agency must provide non-federal funding for at least 25 percent of the program costs described in Exhibit B. Failure of the Implementing Agency to provide non-federal financial support to the program described in Exhibit A in the amount of at least 25 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall provide non-federal financial support to the program, as described in Exhibit B.

#### **SECTION 6. PROGRAM DESCRIPTION AND BUDGET**

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

#### **SECTION 7. EXHIBITS**

The documents appended are made a part of this agreement as exhibits. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits.

#### **SECTION 8. NON-SUPPLANTATION**

The Implementing Agency certifies that federal and matching funds made available under this agreement will not be used to supplant/replace State or local funds that would otherwise be made available to the Implementing Agency for purposes related to law enforcement. The Implementing Agency certifies that federal and matching funds made available under this agreement will be used to supplement/increase existing funds for such purposes.

#### **SECTION 9. OBLIGATIONAL LIMITATION**

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

#### **SECTION 10. PROGRAM INCOME**

All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program

described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The federal proportion of program income must be accounted for up to the same ratio of federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of the Byrne Formula Grant Program. Implementing Agency shall report and account for such program income as required by the Authority.

#### **SECTION 11. REPORTING AND EVALUATION REQUIREMENTS**

The Implementing Agency agrees to comply with the Office of Justice Program guidelines for the evaluation of programs. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

In addition to the above requirements, within 30 days after the expiration date of this agreement or any approved extension thereof, the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final data report; (c) property inventory report; and (d) other documents required by the Authority. The Executive Director of the Authority will determine the content and form of these final documents. These final documents may be submitted by the Implementing Agency to the Authority prior to the above time schedule, if all federal and matching funds have been expended and the equipment described in Exhibit A is operational.

#### **SECTION 12. MAINTENANCE OF RECORDS**

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

#### **SECTION 13. INSPECTION AND AUDIT**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted

Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 11 and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

#### **SECTION 14. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES**

Equipment and commodities acquired by the Implementing Agency through this agreement shall be used for purposes of the program described in Exhibit A only. The Implementing Agency shall retain the equipment and commodities acquired with agreement funds so long as they serve to accomplish program purposes, whether or not the program continues to be supported by federal funds. The Implementing Agency certifies that it SHALL REQUEST AND RECEIVE PRIOR WRITTEN APPROVAL from the Authority before:

- using the commodities or equipment received under this agreement for any program or purpose other than described in Exhibit A.
- disposing of, trading in, replacing, selling or transferring any of the commodities or equipment received under this agreement.

The Implementing Agency must adhere to these prior approval requirements, even after the end of the grant period of performance.

The Authority may deny the Implementing Agency's acquisition of equipment and commodities, require a refund of the federal funds awarded, or require that the Implementing Agency relinquish equipment and commodities acquired through this agreement to the Authority, if the Implementing Agency fails to adhere to the terms and conditions of this agreement or employ an adequate property management system, governing the use, protection and management of such property. The Implementing Agency is responsible for replacing or repairing equipment and commodities that are willfully or negligently lost, stolen, damaged or destroyed. The Implementing Agency shall provide equivalent insurance coverage for equipment and commodities acquired under this agreement. Any loss, damage or theft of equipment and commodities shall be investigated, fully documented, and immediately reported to the Authority.

Records for equipment and commodities acquired under this agreement shall be retained for at least three years after the final disposition, transfer, or replacement of the property, whichever is latest. If any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of this three-year period, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.



## **SECTION 15. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST**

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFPs over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance.

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

## **SECTION 16. ASSIGNMENT**

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontract under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

## **SECTION 17. SUBCONTRACTING**

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and

conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

#### **SECTION 18. INDEPENDENT CONTRACTOR**

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

#### **SECTION 19. EQUIPMENT REQUIREMENTS**

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

#### **SECTION 20. CONFLICT OF INTEREST**

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all the terms, conditions and provisions of the code apply to this agreement and are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

#### **SECTION 21. IMPLEMENTING AGENCY COMPLIANCE**

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:



- The Omnibus Crime Control and Safe Streets Act of 1968, as amended; Anti-Drug Abuse Act of 1988; Bureau of Justice Assistance's Byrne Formula Grant Program Guidance document; and Program Guidelines for the Drug Control and System Improvement Formula Grant Program (53 FR 52244 et seq., effective December 27, 1988).
- The Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); State Comptroller Act (15 ILCS 405); and rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Governmentwide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.

- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.
- The following acts relating to the sharing of forfeited assets: 720 ILCS 5/36-1 through 36-4, 720 ILCS 5/37-1 through 37-5, 720 ILCS 550/12, 720 ILCS 570/505, 720 ILCS 600, 725 ILCS 150.
- Such rules and regulations as the Department of State Police establishes pursuant to Section 5 of the Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/5, and the Illinois Law Enforcement Information Network (ILEIN).
- The rules of the Department of State Police regulating the Intergovernmental Drug Laws Enforcement Act (20 Ill. Adm. Code 1220 et seq.).

## SECTION 22. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes *new activities related to the use of federal grant or matching funds in connection with the program* that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Bureau of Justice Assistance (BJA), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in Section 21 of this agreement.

The Implementing Agency acknowledges that this section applies to *new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program*. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the *new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program*, the terms of this section must be met.

Prior to obligating federal grant or matching funds in connection with the program, the Implementing Agency must determine if any of the following activities will be related to the use of such federal grant or matching funds. The Implementing Agency must notify the Authority in writing if it will be conducting any of the following activities, when the activity is undertaken in order to use, or is funded with, federal grant or matching funds in connection with the program:

- New construction.
- Minor renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

For existing and continuing programs or activities that will be funded with federal grant or matching funds through the Authority, upon request by the Authority as directed by BJA, the Implementing Agency shall cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

#### **SECTION 23. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

If the Implementing Agency has 50 or more employees and is receiving at least \$25,000 through this agreement, or another grant funded by the U.S. Department of Justice, the Implementing Agency shall formulate, implement and maintain an equal employment opportunity program in accordance with 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity; Policies and Procedures. If required by this section, the Implementing Agency certifies that an equal employment opportunity program will be in effect during the period of performance of this agreement. In addition, an Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan to the Authority.

The Implementing Agency shall complete and submit an EEO Plan Certification to the Authority. This Certification will indicate if the Implementing Agency is required to have an EEO Plan or if the Implementing Agency is exempt from this requirement.

#### **SECTION 24. NONDISCRIMINATION**

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);

- Title VI of the Civil Rights Act of 1964, as amended;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472); and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency shall complete and submit the Civil Rights Certification. If the Implementing Agency has had findings of discrimination within the past 5 years, a copy of any findings of discrimination must be sent to the Authority along with the Certification.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

#### SECTION 25. CONFIDENTIALITY OF INFORMATION

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this

program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

The Implementing Agency shall adhere to all confidentiality provisions of 42 U.S.C. 3789(g) and 28 CFR Part 22, applicable to the collection, use, and revelation of data or information.

As applicable, the Implementing Agency agrees to protect the confidentiality of narcotic related intelligence and investigative information and to maintain the security of such information. The Implementing Agency certifies that it shall take full responsibility and will be accountable for narcotic-related intelligence and investigative information collected, maintained and disseminated as a result of the program described in Exhibit A and that program personnel will comply with all standards set forth in this agreement. As applicable, all program personnel shall comply with the obligations for confidentiality and dissemination of narcotic-related intelligence and investigative information placed on inspectors for the Department of State Police by the Department's rules of Conduct (20 Ill. Adm. Code 1220.130(h)), by the Department's internal operating procedures (DCI OPS 9 Dissemination of Narcotic-Related Information to Other Agencies, August 15, 1979; MDI-26 Dissemination of Intelligence and Investigative Information, June 15, 1981), U.S. Department of Justice Criminal Intelligence Operating Policies, F.R., vol. 43, no. 127, June 30, 1978, and by such other rules of the Department or the Authority as may hereafter be adopted.

#### **SECTION 26. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE**

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

#### **SECTION 27. CERTIFICATION REGARDING LOBBYING.**

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. The Implementing Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the federal awarding agency.

If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

## SECTION 28. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

## SECTION 29. DRUG FREE WORKPLACE CERTIFICATION

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;

- (3) any available drug counseling, rehabilitation, and employee assistance program; and
- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

#### **SECTION 30. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT**

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

#### **SECTION 31. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES**

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

#### **SECTION 32. DISPOSITION REPORTING**

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

#### **SECTION 33. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES**

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the

program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

#### SECTION 34. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

#### SECTION 35. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Bureau of Justice Assistance reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

#### SECTION 36. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:



"This project was supported by Grant # 2004-DB-BX-0043, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

### SECTION 37. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: County of McLean

Taxpayer Identification Number: 37-6001569

*(Enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

Legal Status (check one):

<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Governmental
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Nonresident Alien
<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Estate or trust
<input type="checkbox"/> Tax-exempt	<input type="checkbox"/> Pharmacy (Non-Corp.)
<input type="checkbox"/> Corporation providing or billing medical and/or health care services	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)
<input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services	<input type="checkbox"/> Other: _____

### SECTION 38. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Bureau of Justice Assistance, Department of Justice
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.579 Byrne Formula Grant Program
- Grant Award Name and Number: Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (2004-DB-BX-0043)
- Grant Award Year: Federal Fiscal Year 2004

### SECTION 39. INVESTIGATION AND CLOSURE OF METHAMPHETAMINE LABORATORIES

*ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit*

The Implementing Agency understands and agrees that any program involving either the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment; and (4) the immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and wastes from a seized laboratory's operations are placed or come to rest.

When applicable, the Implementing Agency agrees that it shall adhere to guidelines and procedures to be developed by the Authority and ISP regarding the investigation and closure of clandestine methamphetamine laboratories as a condition of continued funding. The Implementing Agency shall also adhere to any amendments or additions to these guidelines and procedures that are necessary to assure continued compliance with federal, State and local laws, regulations and guidelines. If applicable, the Implementing Agency shall be notified of these guidelines and procedures, and any such amendments or additions, in writing, and will be required to sign an acknowledgment evidencing its receipt and agreement to adhere to these guidelines, procedures, and any amendments or additions.

In the event that the Implementing Agency encounters a clandestine methamphetamine laboratory the Implementing Agency shall immediately call the Illinois State Police (ISP) Clandestine Laboratory Coordinator, at phone # (217) 785-6623 and the appropriate Drug Enforcement Administration (DEA) field office, for further instructions. *In addition, unless otherwise required by the items listed below, the Implementing Agency acknowledges and certifies that it will not store, remove, transport or dispose any chemicals, equipment and wastes used in or resulting from the operations of clandestine methamphetamine, in connection with this program*

The Implementing Agency understands and agrees that for any program involving either the identification, seizure, or closure of clandestine methamphetamine laboratories, it shall perform the following activities in accordance with Illinois State Police procedures:

- (1) Assure that personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories have received medical screening.
- (2) Assure that Occupational Safety and Health Administration (OSHA) required initial and refresher training has been provided for law enforcement officials and other personnel assigned by the Implementing Agency to either the seizure or the closure of clandestine methamphetamine laboratories.
- (3) As determined by their specific duties, assure that personnel assigned to the program are equipped with OSHA required protective wear and other required safety equipment.
- (4) Assure that properly trained personnel are assigned to prepare a comprehensive contamination report on each seized/closed laboratory.
- (5) If directed by the ISP Clandestine Laboratory Operator Coordinator or the DEA to store, remove, transport or dispose of any chemicals and associated glassware, equipment, and contaminated materials and wastes, the Implementing Agency shall, in accordance with direction provided by ISP and/or DEA:
  - a) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory.

- b) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities.
  - c) Monitor the transport, disposal, and recycling components of above subparagraphs a and b in order to ensure proper compliance.
- (6) Contact the Illinois Emergency Management Agency (IEMA) command center at 800-782-7860 within 24 hours after it encounters a clandestine laboratory, and notify IEMA of all clandestine laboratories it encounters.

IEMA serves as the single point of contact and timely notification to the IEMA command center eliminates the need for the Implementing Agency to initiate procedures to ensure that written notification is made to the Illinois Environmental Protection Agency (IEPA), the Illinois Department of Public Health (IDPH), the local health department and the property owner on each clandestine laboratory. IEMA facilitates the coordination of assistance from the above described agencies, as well as the Department of Children and Family services.

- (7) Facilitate the implementation of the written agreement regarding clandestine laboratories with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to a) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and b) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and
- (8) Facilitate the implementation of the written agreement with the responsible state or local services agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can a) respond to the potential health needs of any minor at the site b) take that minor into protective custody unless the minor is criminally involved in the methamphetamine lab activities, or is subject to arrest for other criminal violations, c) ensure immediate medical testing for methamphetamine toxicity; and d) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

The Implementing Agency agrees to comply with federal, State and local environmental, health and safety laws, regulations and guidelines applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and the disposal of the chemicals, equipment and wastes used in or resulting from the operations of these laboratories, including but not limited to:

- Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.) as amended by the Hazardous and Solid Waste Amendments (HSWA) (Pub. L. 98-616).
- Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. 9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act (SARA).
- Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.).

- Occupational Safety and Health Act (OSHA) (29 U.S.C. 651 et seq.).
- OSHA Hazardous Waste Operations and Emergency Response Standard (29 CFR 1910.120).
- OSHA Respiratory Protection Standard (29 CFR 1910.134).
- OSHA Hazard Communication Standard (29 CFR 1910.1200).
- Applicable U.S. Drug Enforcement Administration guidelines and requirements.
- Applicable Illinois State Police policies, procedures, guidelines and requirements.

#### **SECTION 40. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT**

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

#### **SECTION 41. INTEGRATION**

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

#### **SECTION 42. SEVERABILITY**

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

#### **SECTION 43. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

**SECTION 44. FAILURE TO FILE IN A TIMELY FASHION.**

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, quarterly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The quarterly fiscal and progress reports are due not more than 15 days after the end of the quarter unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 45 days after the end of the grant period.

Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that the Implementing Agency has with the Authority shall be frozen. Funds will be released following the completion of all the reporting requirements.

SECTION 44. ACCEPTANCE

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

\_\_\_\_\_  
Lori G. Levin  
Executive Director  
Illinois Criminal Justice Information Authority

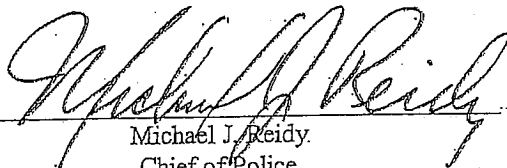
\_\_\_\_\_  
Date

\_\_\_\_\_  
Matt Sorensen  
Chairman, McLean County Board  
County of McLean

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rebecca McNeil  
Treasurer  
County of McLean

\_\_\_\_\_  
Date

\_\_\_\_\_  
  
Michael J. Reidy  
Chief of Police  
Clinton, Illinois

3/24/08  
\_\_\_\_\_  
Date

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

## Expanding Multi-Jurisdictional Narcotics Units Supplemental Equipment

### Task Force 6

#404620

Task Force 6 is a multi-jurisdictional drug enforcement unit servicing the Central Illinois area encompassing McLean and DeWitt counties and beyond. The unit is comprised of eight officers from the Illinois State Police, DeWitt County Sheriff's Department, McLean County Sheriff's Department, Clinton Police Department, Bloomington Police Department, and Illinois State University Police Department. Also assigned to Task Force 6, is an Office Manager who is responsible for the administrative function of the unit as well as asset/forfeitures. Given the recent closures of the Task Force X offices in Champaign and Decatur in recent years, Task Force 6 offers assistance to other agencies outside of McLean and DeWitt counties with a documented need and nexus to the Task Force 6 operational area.

Task Force 6 evaluates tactical procedures on an ongoing basis to both enhance and ensure the safety of the officers assigned to the unit and those officers from other agencies offering assistance to the unit. As part of this focus on tactical procedures, Task Force 6 attended Vehicle Takedown, Vehicle Assault, and Vehicle Jump Out training as a unit. This training, conducted by instructors from the Quad City MEG Unit and consistent with Florida IPTM training, also provides hands-on instruction in the rescue of Undercover Agents from vehicles as well as suspect extraction methods from vehicles. As evidenced by a recent accidental shooting of an undercover officer in Sycamore, IL, in July 2007 during a vehicle extraction of a suspect, the equipment, training, uniformity, and tactics of those officers assigned to these duties are paramount to the successful execution of these high-risk operations and officer safety. To more safely conduct these operations involving the arrest, extraction, and/or assault of a vehicle with suspect(s), Task Force 6 has identified two primary equipment needs in order to properly equip officers involved in these increased risk situations. First, Task Force 6 does not have an adequate vehicle capable of efficiently transporting all required personnel and equipment. Currently, the only vehicle available to Task Force 6 intended for these operations is a mini-van assigned to the McLean County Inspector. The vehicle has over 100,000 miles on it and offers only limited protection due to the stance of the vehicle above the safety of

the engine block. Second, officers assigned to Task Force 6 do not have standardized tactical vests with uniform POLICE markings. Some of the assigned officers have no tactical vests.

Task Force 6 would propose that funds be secured to allow for the upgrade of a federally grant purchased 2002 Chrysler Sebring with 97,000 miles to a quality used Sport Utility Vehicle (SUV) capable of transporting the required personnel to conduct vehicle takedowns and suspect extractions as well as transporting suspect(s) if needed. An SUV would also be large enough to carry required equipment for unit operations. This vehicle would also be utilized to transport unit personnel to/from search warrants and special details in order not to compromise covert squads assigned to Task Force 6 officers. Funds are also proposed in order to purchase a secure lock box for tactical equipment and evidence storage for the rear of the SUV to prevent the theft of firearms, evidence, and/or equipment. Task Force 6 would also request funds in order to equip unit officers with tactical vests bearing uniform POLICE markings to ensure officers are clearly identified as law enforcement. Task Force would also request funds to upgrade a fleet pickup truck with over 202,000 miles. Although functional, the usefulness of this vehicle is limited, as it could impair the success of an operation due to its unreliability.



## FFY 04 SUPPLEMENTAL EQUIPMENT GRANT EQUIPMENT &amp; BUDGET DETAIL REPORT

Applicant: TASK FORCE 6  
#404620

Employer Identification Number (FEIN): 37-6001569

Please indicate the equipment item(s) you are proposing to purchase and the quantity of each. Also indicate the estimated cost of the item(s). Please indicate the portion of costs that will be paid for with the 75 percent federal funds and the portion that will be paid for with the 25 percent match funds. Round all dollar amounts to the nearest dollar amount.

Equipment Type	Total Cost X .75 = Federal Amount			Federal Amount / 3 = Match Amount		If applicable, describe the age, condition and total number of equipment items that this funded equipment will be replacing.
	Quantity	Unit Cost	Total Cost	Federal Amount	Match Amount	
Sport Utility Vehicle	1	\$23,000.00	\$23,000.00	\$17,250.00	\$5,750.00	age: 2002 condition: fair mileage: 97,000 total #: 1
Secure Vehicle Lock Box	1	\$1,300	\$1,300	\$975.00	\$325.00	age: condition: total #: mileage:
Tactical Vest Carriers	8	\$120.00	\$960.00	\$720.00	\$240.00	age: condition: total #: mileage:
Pickup Truck	1	\$15,000.00	\$15,000.00	\$11,250.00	\$3,750.00	age: 1997 condition: fair total #: 1 mileage: 202,000
						age: condition: total #: mileage:
TOTALS:				\$40,260.00	\$30,195.00	\$10,065.00

## CERTIFICATION

The applicant certifies:

- 1) That it is not barred from contracting with any unit of state or local government as a result of 720 ILCS 5/33E-3 or 5/33E-4; and,
- 2) That it shall notify the Authority's Ethics Officer if the applicant solicits or intends to solicit for employment any of the Authority's employees during any part of the application process or during the term of any contract awarded.

Benjamin J. Halloran / Commander

Name and Title of Authorized Representative

Signature

Task Force 6

Name of Organization

02-06-08

Date

P.O. Box 1511, Bloomington, IL 61702-1511

Address of Organization

STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act. The Drug Free Workplace Act, effective January 1, 1992 requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

a) Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- 2) Specifying the actions that will be taken against employees for violations of such prohibition.
- 3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

b) Establishing a drug free awareness program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the grantee's or contractor's policy of maintaining a drug free workplace;
- 3) any available drug counseling, rehabilitation, and employee assistance programs; and,
- 4) the penalties that may be imposed upon an employee for drug violations.

- c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the drug Free Workplace Act.
- f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Task Force 6

\_\_\_\_\_  
Printed Name of Organization

Benjamin J. Halloran  
Signature of Authorized Representative

\_\_\_\_\_  
Requisition/Contract/Grant ID #

Benjamin J. Halloran / Commander  
Printed Name and Title

02-06-08  
Date



## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Task Force 6  
P.O. Box 1511  
1. Grantee Name and Address: Bloomington, IL 61702-1511

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

FFY04 Multi-Jurisdictional MEG/Task Force Enforcement Units & Drug Prosecution Units

4. Typed Name and Title of Authorized Representative

Benjamin J. Halloran / Commander

5. Signature

*Ben J Hall*

6. Date

02-06-08

## FISCAL INFORMATION SHEET

The following information is required to ensure that the Authority and its implementing agencies meet the financial and program reporting requirements of various federal grant programs. This information is required prior to the release of funds. The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities. An organization can be both the Implementing Agency and the Program Agency.

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 300 W. Adams, Suite 300, Chicago, IL 60606. If you have any questions, please call your monitor at (312) 793-8550.

Implementing Agency: County of McLean on Behalf of Task Force 6

Implementing Agency's FEIN #: 37-6001569 Agreement #: 404620

Program Agency: Task Force 6

Program Title: Expanding Multi-Jurisdictional Narcotics Units Supplemental Equipment

1. Who will be responsible for preparing and submitting quarterly fiscal reports?

Name: Diane McCoy

Title: Executive Assistant

Agency: Task Force 6

Address: P.O. Box 1511, Bloomington, IL 61702-1511

Phone: 309/452-9961 Fax: 309/452-9981

2. Who will be responsible for preparing and submitting quarterly data/progress reports?

Name: Benjamin Halloran

Title: Commander

Agency: Task Force 6

Address: P.O. Box 1511, Bloomington, IL 61702-1511

Phone: 309/452-9961 Fax: 309/452-9981

3. Will a separate fiscal account/fund be maintained for the program?

  X   Yes, this account will maintain: (Choose one)

       Federal funds only

  X   Both federal and local matching funds

       No, but all program funds will be identified by a specific account or fund number  
and recorded within the general accounting records for the Agency.

4. Where should program fund disbursements be sent?

Address: Rebecca McNeil, Treasurer, County of McLean  
115 E. Washington, P.O. Box 2400  
Bloomington, IL 61702-2400  
ATTN: Jennifer Miller

5. What organization is listed as holder of the bank account into which program funds will be deposited?

County of McLean

Effective 05/03

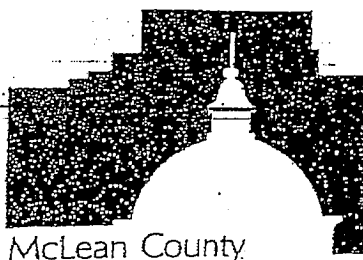


## INITIAL CASH REQUEST FORM INSTRUCTIONS

- Enter Implementing Agency name and agreement number on the lines provided.
- Enter amount of cash advance necessary to pay for program start-up costs. In calculating this figure, consider equipment purchases that will take place immediately and personnel costs for the first three months of the program. Implementing agencies should anticipate a delay of approximately 4-6 weeks from the submission of the request until the receipt of the State warrant.

Since federal regulations require that implementing agencies request only the minimum amount of cash necessary to pay bills in a timely fashion, funds should be requested only for those obligations that can be liquidated within 45 days. The Authority reserves the right to adjust cash requests as seen necessary. If the implementing agency anticipates an inordinate expenditure of funds during the initial period, an explanation should be attached.

- Obtain signature of authorized official and provide the individual's title, program name, and Implementing Agency FEIN (Taxpayer ID) number on the lines provided.
- Return the completed original to the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 300 West Adams, Suite #300, Chicago, Illinois 60606.



MCLEAN COUNTY SHERIFF'S DEPARTMENT  
MIKE EMERY, SHERIFF  
"Peace Through Integrity"  
Administration Office  
(309) 888-5034  
104 W. Front Law & Justice Center Room 105  
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051  
Patrol Commander (309) 888-5859  
Patrol Duty Sergeant (309) 888-5019  
Jail Division (309) 888-5065  
Process Division (309) 888-5040  
Records Division (309) 888-5055  
Domestic Violence Division (309) 888-4940  
FAX (309) 888-5072

March 25, 2008

TO: Mr. Tari Renner, Chairman  
Justice Committee  
FROM: Sheriff Mike Emery  
SUBJ: April 1, 2008 JUSTICE COMMITTEE AGENDA

Dear Chairman Renner:

I would respectfully request that the following items be placed on the April 1, 2008 Justice Committee Agenda.

Action

1) Maintenance Agreement with Identix (Please see enclosed)

This agreement provides the fingerprint machine and printer that enables us to transmit fingerprints to the state for classification and identification. This year, Identix can access our machine remotely, which is why this year's agreement is less than last year's. This agreement needs signatures on page two of each agreement addendum.

2) Task Force 6 Grant (Please see enclosed)

Information

- 1) McLean County Detention Facility Population Report: (Please see attached).
- 2) Annual Report 2007: (Please see attached).

If you have any questions prior to the meeting, please feel free to contact me.

Sincerely,

Mike Emery  
Sheriff

Members Renner/Moss moved the County Board approve a Request for Approval a Multi-Jurisdictional Narcotics Unit Supplemental Equipment Grant from the Illinois Criminal Justice Information Authority for \$30,195.00 – Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

INITIATIVE: Juvenile Probation's Title IV-E Administrative Claims

A) Description of JBI's Contribution:

JBI recognizes that the Court and McLean County, Illinois Juvenile Probation Department could file a federal Title IV-E Administrative Claim. This would generate federal reimbursements quarterly for services the Court staffs are already performing. JBI will work with the state to get an IGA in place. Then we will define and document reimbursable activities of Juvenile Probation staff. In the process, JBI will implement a time keeping system, and prepare and submit Enhanced Title IV-E Administrative Claims for the Juvenile Department.

B) Claims submitted:

No claims yet submitted by JBI.

C) Total Increased Reimbursements expected:

Unknown until cost allocation plan developed and data collected.

D) Fee Structure:

JBI will be paid its fees per its contract with the Court and McLean County, Illinois on all amounts generated from this program.

E) Agreed, JBI may proceed with this Initiative:

McLean County, Illinois:

\_\_\_\_\_  
Name

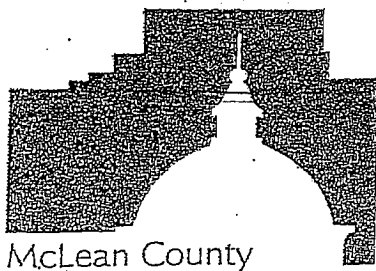
\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Justice Benefits, Inc.:

\_\_\_\_\_  
Kimberly King  
Senior Vice President- Business Development

\_\_\_\_\_  
Date



## COURT SERVICES

Roxanne K. Castleman, Director

Law & Justice Center, 104 W. Front Street, 7<sup>th</sup> Floor

P.O. Box 2400 Bloomington, IL 61702

Adult Division  
Room 700  
Ph: (309) 888-5360  
Fax: (309) 888-5434

Juvenile Division  
Room 701  
Ph: (309) 888-5370  
Fax: (309) 888-5831

Extended Day  
Room 703  
Ph: (309) 888-5370  
Fax: (309) 888-5831

# Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman *RKC*

cc: Honorable Chief Judge Elizabeth A. Robb

Date: March 25, 2008

Re: Justice Benefits Inc.

The McLean County Board has approved a contract between the McLean County Sheriff's office and Justice Benefits Inc. to seek federal reimbursements funds for the Sheriff's department. Justice Benefits is also able to seek Title IV-E Administrative Claims funds for McLean County Court Services, Juvenile Division. Through this contract Justice Benefits would implement a time keeping system and prepare and submit the Enhanced Title IV-E Administrative Claims for the juvenile probation division.

At the current time there are four (4) counties in Illinois that have been authorized to collect these federal funds. The Illinois Department of Human Services is the state fiscal agent for this fund though they do not currently have enough resources to add counties. The Illinois legislators however, are currently discussing adding funds to the Department of Human Services budget to increase the number of counties that would be able to seek Title IV-E funds.

When McLean County is able to collect Title IV-E funds a 3<sup>rd</sup> party, such as Justice Benefits would be needed for the administrative paper work needed by the federal government. I have attached a one page addendum to the McLean County Sheriff's Department's contract with Justice Benefits for your review and approval.

I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.

Members Renner/Harding moved the County Board approve a Request for Approval for an Addendum to the Justice Benefits Contract to seek Title IV-E Administrative Claims Funds for McLean County Court Services, Juvenile Division – Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**AN ORDINANCE BY THE McLEAN COUNTY BOARD  
SETTING A \$15.00 FEE TO BE CHARGED BY THE  
McLEAN COUNTY CIRCUIT CLERK FOR THE  
CHILDREN'S ADVOCACY CENTER**

WHEREAS, The Counties Code 55 ILCS 5/5-1101 allows a County Board to enact certain additional fees; and,

WHEREAS, Public Act 095-0103 amends Section 5-1101 of the Counties Code allowing a County Board to enact by ordinance additional fees to finance Children's Advocacy Centers; and,

WHEREAS, Section 5-1101 (f-5) provides that a County Board may adopt a mandatory fee of between \$5.00 and \$30.00 to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections and placed in the Children's Advocacy Center Fund for the operation and administration of the Children's Advocacy Center; and,

WHEREAS, the County Administrator and the McLean County State's Attorney have carefully reviewed Public Act 095-0103 and have recommended to the Justice Committee that the McLean County Circuit Clerk fees be adjusted in accordance with Public Act 095-0103; and,

WHEREAS, the Director of the Children's Advocacy Center and the County Administrator have determined that a fee of \$15.00 would provide significant support to fund the Children's Advocacy Center; and,

WHEREAS, the Justice Committee, at its regular meeting on Tuesday, April 1, 2008, recommended that the fees charged by the McLean County Circuit Clerk be adjusted in accordance with Public Act 095-0103; and, now therefore,

BE IT ORDAINED by the McLean County Board as follows:

That the McLean County Circuit Clerk fees are hereby amended by the addition of a \$15.00 fee to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections and placed in the Children's Advocacy Center Fund for the operation and administration of the Children's Advocacy Center; and,

BE IT FURTHER ORDAINED, that this Ordinance shall not supersede any other Ordinance enacted by the McLean County Board, which establishes and sets fees to be charged for other services not previously listed and provided by the Circuit Clerk.


The County Clerk shall provide a Certified Copy of this Ordinance to the Chief Judge of the Eleventh Judicial Circuit, the McLean County Circuit Clerk, the Director of the Children's Advocacy Center, the County Administrator, and the First Assistant State's Attorney, Civil Division.

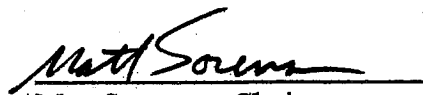
This Ordinance shall become effective as of June 1, 2008.

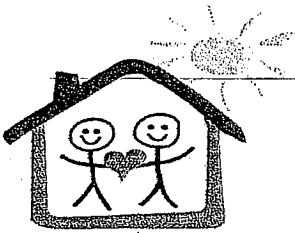
ADOPTED by the McLean County Board this 15<sup>th</sup> day of April, 2008.

ATTEST:

APPROVED:

  
Peggy Ann Milton,  
Clerk of the McLean County Board

  
Matt Sorensen, Chairman  
McLean County Board



McLean County Child Protection Network

200 W. Front St., Suite 500B

Bloomington, Illinois 61701

Phone: 309-888-5656

Fax 309-888-4969

Children's Advocacy Center  
with satellite offices in  
Livingston and DeWitt Counties  
CASA of McLean County  
and Livingston County

March 24, 2008

Esaw Peterson  
Chairperson  
Joe Gibson  
William Yoder  
Dr. Kathy Widerborg  
Daniel Norris  
Lynn Fewkes  
John Elliott  
Bruce Patterson  
Barb Nunemaker  
Amy Calhoun  
John Rexroad  
Mike Emery  
Mark Dabbs

*Staff:*

Judy Renner  
Executive Director  
Mary Whitaker  
Laura Beavers  
Associate Director  
Tanisha Anderson  
Pam McClure  
CASA Case Manager  
Margie Jordan  
Susan Thomas  
Family-Child Advocate  
Jo Sipes  
Multi-County Coordinator  
Kathy Patterson  
Administrative Assistant  
Sharon Klingman  
Crisis Interventionist  
Suzanne Geller  
Assistant States Attorney

Billie Larkin  
Founding Director  
Est. 1995

The Honorable Members of the Justice Committee  
McLean County Board  
Government Center, Room 401  
115 East Washington Street  
Bloomington, Illinois 61702-2400

Attention: John Zeunik, County Administrator

Re: Children's Advocacy Center Fee Ordinance Proposal

Dear Mr. Zeunik:

On behalf of the Children's Advocacy Center, and with the support of the McLean County Child Protection Network, we would ask that the McLean County Board consider adopting the legislation contained in Public Act 095-0103, allowing counties in which a Children's Advocacy Center operates, to assess a mandatory fee ranging between \$5 and \$30, payable by the defendant on court cases where there is a judgment of guilty or a grant of supervision for any felony, misdemeanor, petty offense (including traffic), and business offense. We are proposing that McLean County adopt a minimum mandatory fee of \$10 on all types of cases listed above. This would create a much needed dedicated funding stream for McLean County's Children's Advocacy Center.

As you are certainly aware, the Children's Advocacy Center provides a vast array of services for McLean County children when there has been an allegation of sexual or serious physical abuse. Those services include, but are not limited to, forensic interviewing of children, victim advocacy, counseling for the victims and their non-offending family members, medical exams for the children when appropriate, and CASA services for children involved in the abuse/neglect courtroom. In 2007 alone, the advocacy center saw 318 children, a 13% increase over last year. Our CASA program trained new volunteers and advocated for 174 children within the foster care system during 2007. All of this was done on a very meager budget.

While we are one of the few centers in the state that receive monies from the county's tax base (.00398 of each cent in property taxes), that revenue only assists in paying approximately one-quarter of the center's expenses. The remaining three-quarters of the budget is pieced together from grant funds and fundraising efforts through the Child Protection Network, the 501c3 associated with us. The reality of the situation is that the only guaranteed funding stream at this center (from the county tax base) essentially covers only my salary and Mary Whitaker's salary. The remaining 7.5 staff members' salaries are completely dependent on grant funding, as are the daily operating expenses.



Children's Advocacy Centers statewide have not received any funding increase from the Illinois Department of Children and Family Services since 2002, yet the number of child victims that we service continues to rise dramatically. The Illinois Criminal Justice Authority (Victims of Crime Act funds), one of our three major grant funders, has already notified us to expect a statewide 20% reduction in 2008. Other funders are warning that this is the new wave to come. If this Center is unable to find a guaranteed revenue source, and the grant monies are reduced, staff and services will have to be cut dramatically. Each of our programs are operating at maxed capability. In particular, the CASA program, which began in 1996 at the request of the McLean County Judiciary, and has not received any funding from the county, has reached its staff-to-case volunteer ratio, based on National CASA standards. The adoption of this proposed ordinance would allow the Children's Advocacy Center to meet current demands and also expand to offer services that we currently would like to explore, but have neither the staff, nor time to offer as things currently exist. If our staff did not have to spend their time and resources always looking for the next grant resource simply to make ends meet, the sky is really the limit on what the Children's Advocacy Center and CASA program could offer to McLean County.

I encourage you to consider the significant services we offer to these children, as well as to the process of law enforcement investigation and the judicial system through our use of a multi-disciplinary team approach to reduce trauma, and the CASA program. Since opening our doors in 1991, the Center has been involved in well over 3000 investigations of child abuse in McLean County. The CASA program, established in 1996, has trained and supervised over 400 advocates for children thus far. As I am certain you would agree, McLean County, as a whole, has benefited greatly from the development and growth of the services offered through the Children's Advocacy Center and CASA program over the last decade plus. While our Center enjoys tremendous community support, we need help to continue in our mission's efforts. We certainly do not wish to be forced to downsize our services to the children of McLean County. Please aid us in our endeavor to continue providing quality care.

In order to assist you in your discussions of our proposal, we are providing you with the following documentation:

- \*Proposed Ordinance
- \* Letter of Support and Funding Explanations from State CACI Director Billie Larkin
- \* Letter of Support from State's Attorney Bill Yoder
- \* Letter from Illinois Criminal Justice Authority regarding VOCA reduction in funds
- \* Estimated Fee Revenue Chart
- \* CAC Funding Source Chart (2003-2008E)
- \* CAC Budget Graph detailing Revenue and Expenditures (2003-2008E)
- \* CAC Case Activity Graph detailing Number of CAC interviews and  
CASA children served (2003-2008E)
- \* 2007 CAC statistics
- \* 2007 CASA statistics
- \* Agency Organizational Chart
- \* House Bill 1391 (now Public Act 095-0103)


You will see from the letters of support offered by State CACI Director Billie Larkin and State's Attorney Bill Yoder that they, too, understand our significant financial constraints and join us in our recommendation that McLean County adopt a CAC Fee Ordinance establishing a minimum of a \$10 fee to all eligible cases. I believe the proposed fee revenue chart alone shows you how significant a dedicated fund figure could total.



The Honorable Members of the Justice Committee  
Page Three  
March 24, 2008

I would like to take this opportunity, in advance, to thank you for your ongoing support of the McLean County Children's Advocacy Center, as well as your kind consideration of this proposal.

Sincerely,

A handwritten signature in cursive script, appearing to read "Judy Renner".

Judith L. Renner  
Executive Director

Enclosures



To: The Honorary Elizabeth Robb  
FR: Billie Larkin  
RE: HB 1391

Judy Renner indicated that you needed clarification on HB 1391 and most particularly the health of CACs in the State of Illinois as it relates to grant dollars.

As part of my new position, I sit on many different commissions, boards and impact panels. This September I had to make a tough vote along with about 20 other organizations to move to the Illinois Criminal Justice Information Authority Board of Directors our recommendations to made up to a 20% cut in funding to ALL programs across the state of Illinois. ICJIA simply has greater need than resources and the monies coming in from the Federal sources are being severely limited for many reasons. While that decision was difficult, the alternative of cutting programs in the state seemed even a worse case scenario. Next week I am scheduled to participate with IVPA in the same kind of cost cutting strategic planning.

Through many parts of the state I am all too familiar with sagging budgets for Children's Advocacy Centers. In McLean County we have not received any increases from our largest grantor, DCFS, since 2000. In fact we received, as did many CACs a funding cut. At the same time children seen in McLean County, according to the most recent DCFS report I have just seen, were at 303 for the FY 2007.

HB 1391 was a result of meetings we held in McLean County with our funders, grantors, law enforcement officials, DCFS, city and county administration. We are trying very hard to balance the over reliance on the governmental grants and at the same time ask for participants in the crime to take action. As Senator Linda Holmes, Republican Senator from Will County suggested, "it is time for the criminals to help repair the overload of the system they helped to create".

The CACs in the state are not asking for a great deal of money, the small amounts they would get from HB 1391 county wide acceptance would move to making them flush. Starting the 8th year without an increase from the major funders simply means sometime in the very near future, cuts to staff and services to victims will have to be considered. HB 1391 is a small means, without taxing anyone too strenuously, a way to help stabilize their budgets.

I take very seriously my responsibilities of bringing in new sources of funding streams to CACs in the state and we are working with funders and working on some innovative non-governmental, non-grant approaches to those issues. It takes time, patience as you know is not my greatest strength, and a financial plan for the state is in being put in place.

If you would like to meet with me or have further discussion I would be happy to arrange a stop in McLean County. If you would like statistics or other information I would be happy to supply. I do call on you to accept and endorse HB 1391 and what it means to the residents of your district.

Billie

*A Chapter of the National Children's Alliance*

# WILLIAM A. YODER

McLean County State's Attorney

Law and Justice Center, Room 605  
104 West Front Street, P O Box 2400  
Bloomington, Illinois 61702-2400  
Telephone: (309) 888 - 5400  
FAX number: (309) 888 - 5429  
E-mail: bill.yoder@mcleancountyil.gov

January 23, 2008

Re: The McLean County Children's Advocacy Center

To Whom It May Concern:

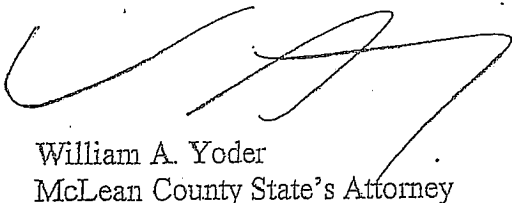
Please accept this letter in support of the McLean County Children's Advocacy Center and the request for the assessment of a court cost supporting its operation pursuant to Public Act 095-0103.

For five years, I have worked closely with the Advocacy Center as it pursues its mission of protecting children. Over that same span of time, I have consistently maintained that the McLean County Advocacy Center is the best in the state, if not the nation. While maintaining its high standards, I have also witnessed the constant struggle to find sufficient funds to continue to operate.

The Children's Advocacy Center plays a far too important role in the protection of children from physical abuse and sexual predators to have its very existence depend, to a large extent, on temporary grant funding or citizen donations. The Legislature has also seen the importance of Advocacy Centers statewide and enacted the legislation necessary to provide a stream of funds to ensure their continued existence.

I fully support the imposition of a court cost on all criminal, traffic, and business offenses, both for convictions and court supervision dispositions. Further, I would support the imposition of said court cost at the higher end of the \$5-\$30 dollar range for all criminal, DUI, business, and major traffic offenses and at the lower end on all petty traffic offenses.

Thank you for your consideration.



William A. Yoder  
McLean County State's Attorney



**ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY**

120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

Mary Whitaker  
Assistant Director of Operations  
McLean County Child Protection Network  
200 West Front Street  
Suite 500-B  
Bloomington, Illinois 61701

Dear Victim of Crime Act grantee:

This letter is to notify you of recent funding decisions concerning future designations made out of the Victims of Crime Act (VOCA) 2008 award. As many of you may know, the 2007 award received by the Illinois Criminal Justice Information Authority was lower than expected. Because of the flexibility made possible through the use of undesignated funds from prior years' awards, ICJIA was able to maintain the funding levels for its grantees throughout the most recent funding period. We now are anticipating that the 2008 award amount will either be at the same reduced funding level that was received in 2007, or it may even be at a lower dollar amount.

In preparation for the possibility of cuts in program funding that we expect will be required because of recent reductions in VOCA awards, ICJIA convened the Victim Services Ad Hoc Committee (VSAHC) to discuss these reductions and their effects on all VOCA-funded grants. At its October 09, 2007 meeting, the VSAHC recommended to the ICJIA Budget Committee, which on October 24, 2007 approved staff recommendations to continue all previously funded programs at the same percentage of the total federal award to ICJIA for 2007 and 2008.

It is anticipated at this time that all programs should expect a 20 percent reduction from their previous designations. In the unlikely event that the 2008 VOCA award is more than expected, the designations will receive a smaller reduction than 20 percent. If a program has historically reported lapsing funds, or has previously not met its program goals, its reduction may be larger. These recommendations will be made on a grant-by-grant basis by ICJIA staff before the final recommendations are made to the ICJIA Budget Committee for approval.

Once the 2008 VOCA award has been received we will be able to determine what cuts are needed to continue funding for your programs. You will be notified of your recommended designation as soon as the determination is made. If you have any questions please feel free to contact your program monitor.

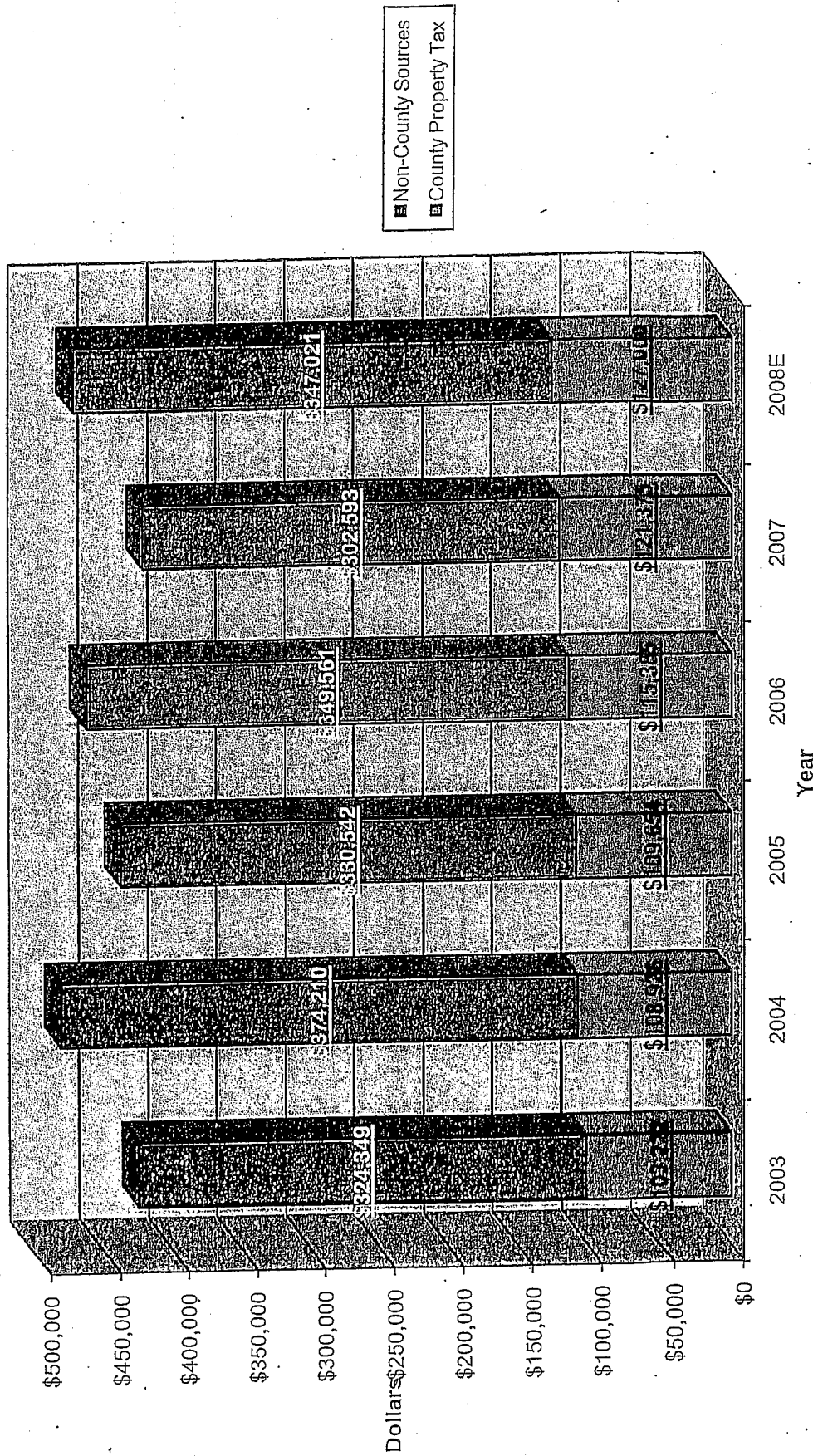
Thank you for your patience,

Sincerely,

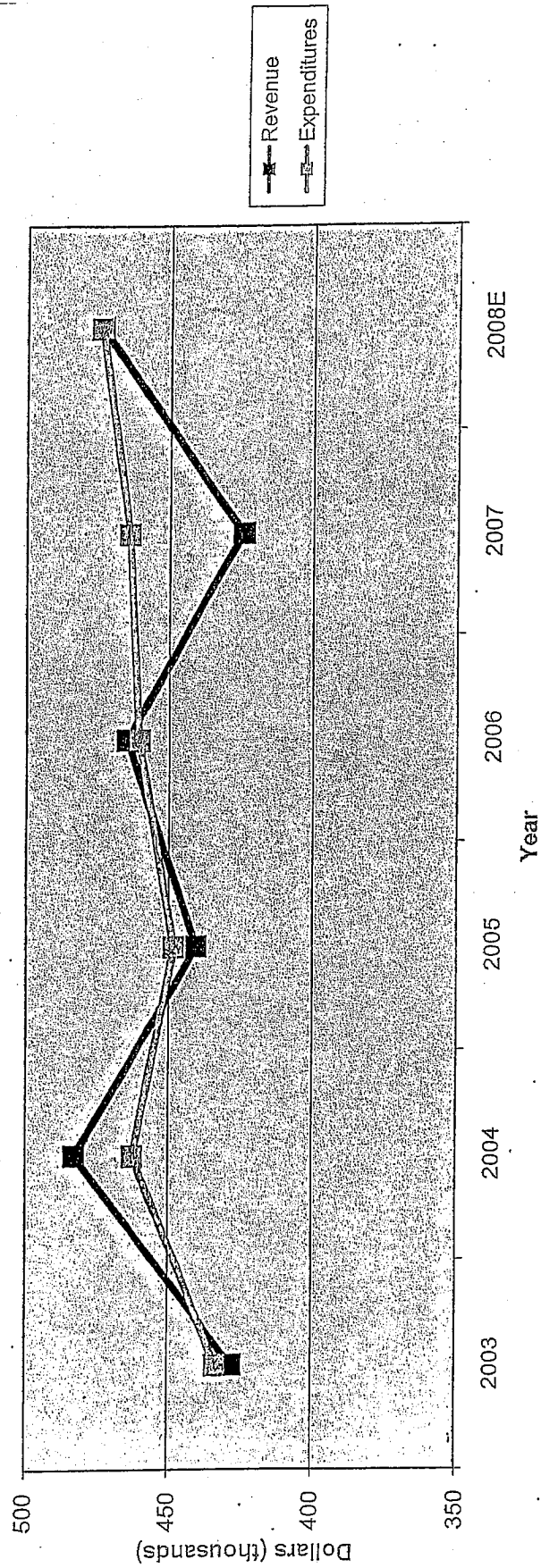
Ronnie J. Reichgelt  
Victim Services Program Administrator  
Federal and State Grants Unit

Year	Case Type	Convicted	Supervisor	Both	Total	\$5.00	\$10.00	\$15.00	\$20.00	\$25.00	\$30.00
2006	CF	1016	4		1020	\$5,100	\$10,200	\$15,300	\$20,400	\$25,500	\$30,600
	CM	1001	708	12	1721	\$8,605	\$17,210	\$25,815	\$34,420	\$43,025	\$51,630
	Total			2741	2741	\$13,705	\$27,410	\$41,115	\$54,820	\$68,525	\$82,230
2007P	CF	1047	9		1056	\$5,280	\$10,560	\$15,840	\$21,120	\$26,400	\$31,680
	CM	885	813	1	1699	\$8,495	\$16,990	\$25,485	\$33,980	\$42,475	\$50,970
	TR	5200			5200	\$26,000	\$52,000	\$78,000	\$104,000	\$130,000	\$156,000
	Total			7955	7955	\$39,775	\$79,550	\$119,325	\$159,100	\$198,875	\$238,650
2008P	CF	1068	9		1077	\$5,386	\$10,771	\$16,157	\$21,542	\$26,928	\$32,314
	CM	903	829	1	1733	\$8,665	\$17,330	\$25,994	\$34,659	\$43,324	\$51,989
	TR	5304			5304	\$26,520	\$53,040	\$79,560	\$106,080	\$132,600	\$159,120
	Total			8114	8114	\$40,570	\$81,141	\$121,711	\$162,282	\$202,852	\$243,422
2009P	CF	1089	9	1	1100	\$5,498	\$10,997	\$16,495	\$21,993	\$27,492	\$32,990
	CM	921	846		1767	\$8,833	\$17,666	\$26,499	\$35,332	\$44,165	\$52,998
	TR	5410			5410	\$27,050	\$54,101	\$81,151	\$108,202	\$135,252	\$162,302
	Total			8276	8276	\$41,382	\$82,763	\$124,145	\$165,527	\$206,909	\$248,290

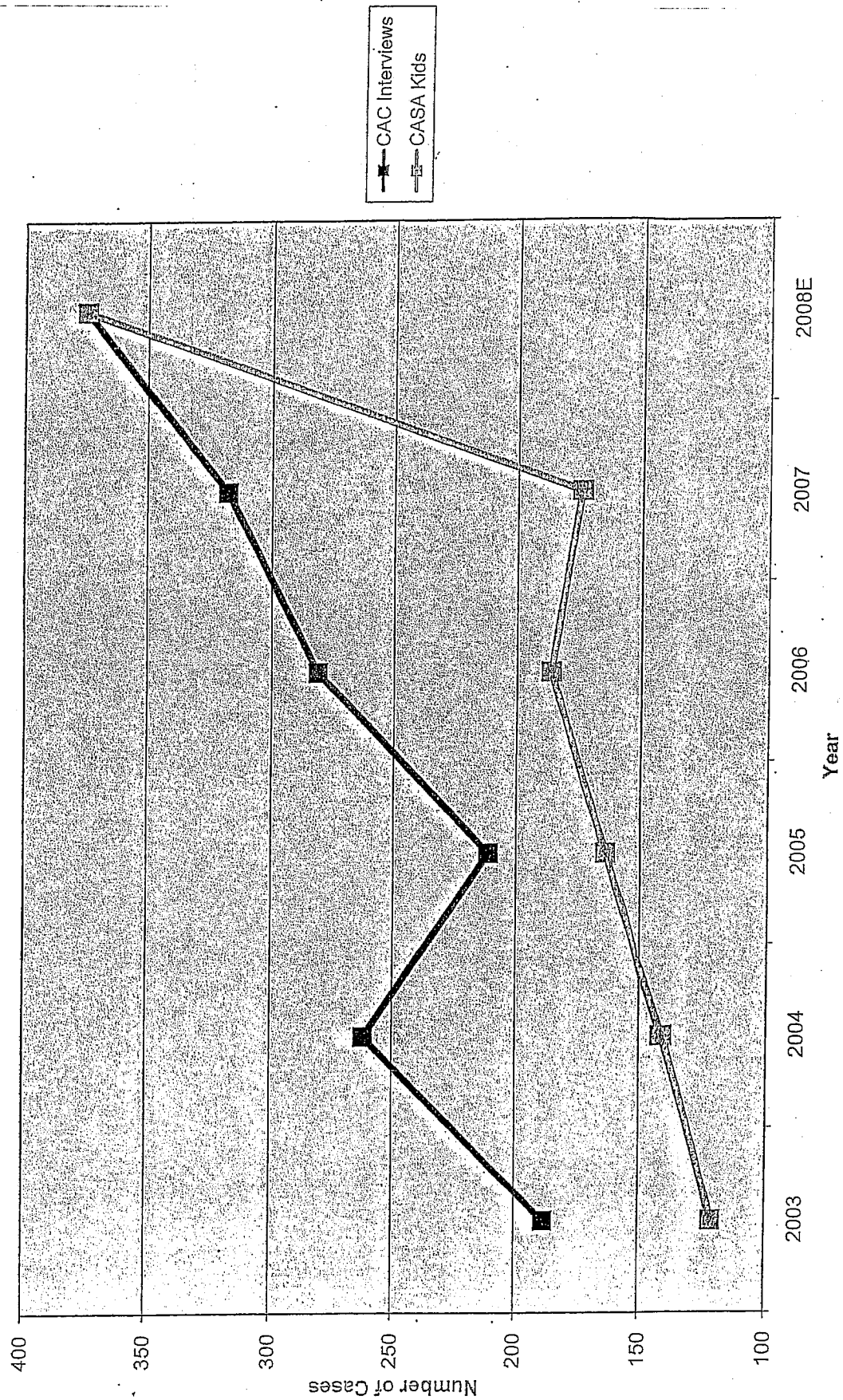
# CAC Funding Sources



# CAC Budget

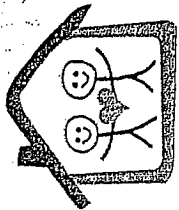


# CAC Activity



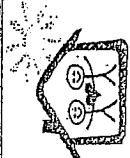


McLean County Children's Advocacy Center Monthly Statistics,  
December, 2007

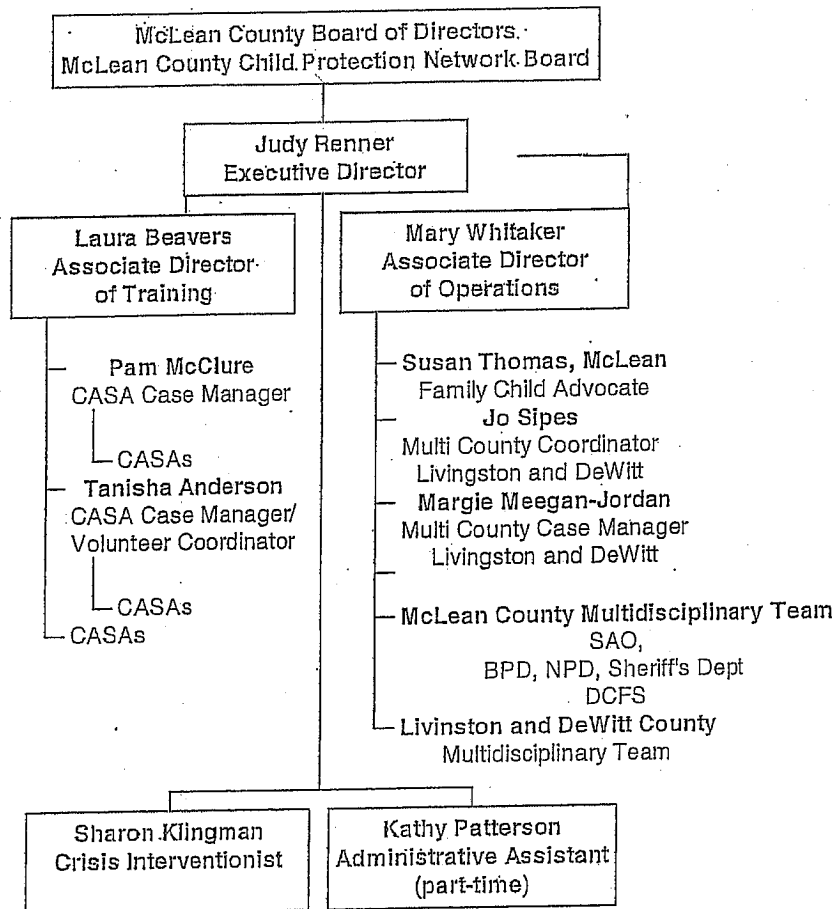


	2006 INTERVIEWS VIC/OTHER/TOT INT.	1ST. INTERVIEW 2007 MONTH/YTD	JUV. SUSPECT INTERVIEW 2007	SIB/WITNESS INTERVIEW 2007	2ND INTERVIEW 2007	OUT OF COUNTY INTERVIEW 2007	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	14/6/20	16	2	1	0	3	22	22
FEBRUARY	20/8/28	40/56	2	0	0	0	42	64
MARCH	24/4/28	19/75	1	8	3	1	32	96
APRIL	8/4/12	11/86	0	5	0	2	18	114
MAY	16/14/30	27/113	0	6	0	0	33	147
JUNE	21/11/32	17/130	1	4	1	1	24	171
JULY	29/11/40	15/145	0	0	0	1	16	187
AUGUST	19/9/28	21/166	4	3	0	1	29	216
SEPTEMBER	13/4/17	16/182	0	6	0	0	22	238
OCTOBER	13/2/15	31/213	0	2	0	0	33	271
NOVEMBER	8/5/13	9/222	1	6	1	0	17	288
DECEMBER	15/3/18	21/243	0	6	2	1	30	318
YEAR TO DATE TOTALS	200/81/281	243	11	47	7	10	318	318
2007 YEAR END	243/75/318 13% INCREASE							

# CASA Monthly Statistics FY07

	New Children Cases Assigned	Child Cases Closed	Children Awaiting CASA Assignment	Total Children Served	CASAs Assigned	Total Number of Assigned CASAs	Reported CASA Volunteer Hours	CASAs Trained	Reports Filed	Court Hearings Attended
January	6	2	14	134	2	62	284.25	in progress	7	19
February	2	0	19	135	1	63	382	in progress	5	13
March	0	1	24	135	0	63	335.1	in progress	13	17
April	12	5	10	142	6	65	609.6	8	14	25
May	7	9	9	140	5	64	289.5	0	10	31
June	5	4	7	141	4	61	238	in progress	13	26
July	2	2	3	141	1	50	232.5	in progress	11	26
August	1	4	8	139	1	50	260	2	9	21
September	1	3	8	137	1	51	257	0	7	19
October	0	7	4	130	0	49	305	in progress	9	30
November	2	0	4	132	3	49	416.25	3	12	13
December	0	4	7	128	0	52	289	0	7	20
YTD Totals	38	41	7	174	24	65	3898.2	13	117	260

# McLean County Child Protection Network, Organizational Chart



Public Act 095-0103

Public Act 095-0103

HB1391 Enrolled

LRB095 08781 HLH 31614 b

AN ACT concerning local government.

Be it enacted by the People of the State of Illinois,  
represented in the General Assembly:

Section 5. The Counties Code is amended by changing Section  
5-1101 as follows:

(55 ILCS 5/5-1101) (from Ch. 34, par. 5-1101)

Sec. 5-1101. Additional fees to finance court system. A  
county board may enact by ordinance or resolution the following  
fees:

(a) A \$5 fee to be paid by the defendant on a judgment of  
guilty or a grant of supervision for violation of the Illinois  
Vehicle Code other than Section 11-501 or violations of similar  
provisions contained in county or municipal ordinances  
committed in the county, and up to a \$30 fee to be paid by the  
defendant on a judgment of guilty or a grant of supervision for  
violation of Section 11-501 of the Illinois Vehicle Code or a  
violation of a similar provision contained in county or  
municipal ordinances committed in the county.

(b) In the case of a county having a population of  
1,000,000 or less, a \$5 fee to be collected in all civil cases  
by the clerk of the circuit court.

(c) A fee to be paid by the defendant on a judgment of  
guilty or a grant of supervision under Section 5-9-1 of the  
Unified Code of Corrections, as follows:

- (1) for a felony, \$50;
- (2) for a class A misdemeanor, \$25;
- (3) for a class B or class C misdemeanor, \$15;
- (4) for a petty offense, \$10;
- (5) for a business offense, \$10.

(d) A \$100 fee for the second and subsequent violations of  
Section 11-501 of the Illinois Vehicle Code or violations of  
similar provisions contained in county or municipal ordinances  
committed in the county. The proceeds of this fee shall be  
placed in the county general fund and used to finance education  
programs related to driving under the influence of alcohol or  
drugs.

(d-5) A \$10 fee to be paid by the defendant on a judgment  
of guilty or a grant of supervision under Section 5-9-1 of the  
Unified Code of Corrections to be placed in the county general  
fund and used to finance the county mental health court, the  
county drug court, or both.

(e) In each county in which a teen court, peer court, peer jury, youth court, or other youth diversion program has been created, a county may adopt a mandatory fee of up to \$5 to be assessed as provided in this subsection. Assessments collected by the clerk of the circuit court pursuant to this subsection must be deposited into an account specifically for the operation and administration of a teen court, peer court, peer jury, youth court, or other youth diversion program. The clerk of the circuit court shall collect the fees established in this subsection and must remit the fees to the teen court, peer court, peer jury, youth court, or other youth diversion program monthly, less 5%, which is to be retained as fee income to the office of the clerk of the circuit court. The fees are to be paid as follows:

(1) a fee of up to \$5 paid by the defendant on a judgment of guilty or grant of supervision for violation of the Illinois Vehicle Code or violations of similar provisions contained in county or municipal ordinances committed in the county;

(2) a fee of up to \$5 paid by the defendant on a judgment of guilty or grant of supervision under Section 5-9-1 of the Unified Code of Corrections for a felony; for a Class A, Class B, or Class C misdemeanor; for a petty offense; and for a business offense.

(f) In each county in which a drug court has been created, the county may adopt a mandatory fee of up to \$5 to be assessed as provided in this subsection. Assessments collected by the clerk of the circuit court pursuant to this subsection must be deposited into an account specifically for the operation and administration of the drug court. The clerk of the circuit court shall collect the fees established in this subsection and must remit the fees to the drug court, less 5%, which is to be retained as fee income to the office of the clerk of the circuit court. The fees are to be paid as follows:

(1) a fee of up to \$5 paid by the defendant on a judgment of guilty or grant of supervision for a violation of the Illinois Vehicle Code or a violation of a similar provision contained in a county or municipal ordinance committed in the county; or

(2) a fee of up to \$5 paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections for a felony; for a Class A, Class B, or Class C misdemeanor; for a petty offense; and for a business offense.

The clerk of the circuit court shall deposit the 5% retained under this subsection into the Circuit Court Clerk Operation and Administrative Fund to be used to defray the costs of collection and disbursement of the drug court fee.

(f-5) In each county in which a Children's Advocacy Center provides services, the county board may adopt a mandatory fee of between \$5 and \$30 to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections for a felony; for a Class A, Class B, or Class C misdemeanor; for a petty offense; and for a business offense. Assessments shall be collected by the clerk of the circuit court and must be deposited into an account specifically for the operation and administration of the Children's Advocacy Center. The clerk of the circuit court shall collect the fees as provided in this subsection, and must

Members Renner/Bostic moved the County Board approve a Request for Approval of an Ordinance by the McLean County Board setting a \$15.00 Fee to be charged by the McLean County Circuit Clerk for the Children's Advocacy Center – Children's Advocacy Center. Member Renner stated the following: Just to clarify, for many years Ms. Larkin would come to the Justice Committee to tell us what is going on and we would ask what we could do to help. The reality was that there wasn't much we could do to help because in 1994 with the referendum establishing the Children's Advocacy Center as an agency in McLean County we were already at the legal maximum. We have always been very tight in terms of their funding. Even if the property tax levy were to go up 4%, they would have health care costs, and other costs that would increase so they have had "Tip a VIP" that many of us have participated in. In fact, Adam Neilson and I as I mentioned two years in a row had to sign Barney in front of 100+ people. We did what we could to help them try to keep their budget afloat but actually it is Ms. Larkin who is the head of Illinois Children's Advocacy Centers and our own John Zeunik that have been charged to give some additional fiscal flexibility, some additional tools. It has been mentioned in some of the discussion the questions by Member Caisley in Executive Committee this is not an ideal tool but as a local government in Illinois we are left with the tools that the State of Illinois gives us. This particular legislation is what I would like Mr. Zeunik to clarify as he did in the Executive Committee meeting, and how he and Ms. Larkin came to be the innovators of this. It allows us to levy between \$5 and \$30 and we did look at DuPage which immediately went with \$30 but we looked more closely at our immediate neighbors: Tazewell is \$20, Woodford is \$20, and actually DeWitt is \$15. We wound up with considerable discussion and with some sentiment on Justice to go higher in order frankly to get unanimous consent we went with a \$15 fee. Since we met in Justice my understanding is that at least one additional further budget reduction that DCFS has announced so this was to generate a little over \$70,000, a 60% pay rate and so that was the background. John if you could add perhaps your discussion of how or why you and Ms. Larkin came to be the great innovators in Illinois. Mr. Zeunik stated the following: I don't think that I would classify us as the great innovators but what happened was two years ago in the midst of a funding crisis that all Children Advocacy Centers in Illinois were experiencing, Ms. Larkin hosted a meeting in McLean County at McLean County Children's Advocacy Center and invited directors from all over the State of Illinois as well as Legislators to attend this meeting to talk to them about the problems that they were experiencing both with continued reduction of grant funding and limits on the ability to generate revenue. At that meeting, as the discussion went around the table, I made a comment to the Legislators who were present: Could you at least give us the flexibility, go in and amend the State law to give Children's Advocacy Centers like McLean County who are already at the maximum rate which is .04000, give us the flexibility to go back to referenda and see if the voters would agree to increase the rate. At that time and I don't think the sentiment has changed much in Springfield, the sentiment of the Legislators that were present was that was unacceptable. That is a property tax increase and property tax increases are just not a good idea as far as elected Representatives are concerned.

So at that time, both in McLean County and a number of other counties across the State, through an initiative that actually metro-counties supported, we had just enacted a drug court fee to fund the operation of our new drug court. I proposed to the Children's Advocacy Center directors and to legislators what if we modeled the Children's Advocacy Center fee after the drug court fee. What if we took the same piece of Legislation and went in and tried to create a fee that would be dedicated to support Children's Advocacy Centers? Surprisingly enough, the Legislators did not resist. They were at least willing to look at that. So working with Ms. Larkin and members from other Children's Advocacy Centers and the legislative staff in Springfield, and with metro-counties, we crafted a bill. The initial bill was introduced by a Senator from Kane County and supported by Senators and Representatives from the collar-counties. Initially, as written, in terms of what we submitted to them, we tried to link the cases in court that are somehow tied to the services provided by the Children's Advocacy Center so the initial draft bill that we came up with was much narrower than what ended up being introduced in the Legislature and actually being passed and signed into law by the Governor. What happened was as the bill was finally drafted by the Legislative Reference Bureau and introduced it was modeled exactly after the earlier bill for the drug court in terms of it opened it up to the fee being levied on all the misdemeanor and felony cases. That bill, with support from metro-counties and the Children's Advocacy Centers in Illinois made it through both the House and the Senate and was signed into law by the Governor. That gives us for the first time the flexibility to look at some other stream of revenue to support the Children's Advocacy Center which is not dependent on grant funding, bake sales or "Tip a VIP" as Chairman Renner indicated. In discussing this with Will Scanlon, the Trial Court Administrator and Chief Judge Robb, it is clear that we will not collect 100% of the fees that are levied in court. It is estimated that the collection will be about 60%. If that is the case, then the \$15 fee will generate between \$70,000 and \$72,000 which would plug the gap that we are currently projecting in the reduction of grant funding from the DCFS and the Illinois Criminal Justice Information Authority. Member Caisley stated the following: I think that the Children's Advocacy Center does a great job and I think that the protection of our children is definitely a responsibility of government but I don't think that this is the proper way of paying for it. If you take a look at page 251 of the packet you will see what a \$15 fee would generate and what a \$5 and \$30 fee would generate. That assumes that we are going to collect all of the fees that are levied in this County and that is a faulty assumption. We are only going to get if we are collecting at the present rate according to Will Scanlon 60% roughly and it is an unstable source of revenue to fund a very vital service. So I think this should be resisted on that grounds alone and secondly I think that drip, drip, drip and pretty soon we have a bucketful – well that's what we have with respect to court costs. We have court costs that are simply out of control. We have court costs that greatly exceed the amount of the fines. Who is paying this, well if you look around it's not the criminal element in the community that is paying unless you define the criminal element to include the teenager who's out after curfew or somebody that is walking against a light or somebody that floats a bad check or

something like that. It's all of us and it seems to me that it is unfair to put the cost of the Children's Advocacy Center strictly on those who have been convicted of a criminal offense. Furthermore, it provides a disincentive for people to plead not guilty to cases where they think they are truly not guilty. I don't think that justice should be weighted by the huge amount of fees that are going to be levied if you are convicted but rather it should be done on the basis of the facts of the case. I think that the cost, the gamble of going to trial and losing and getting all of these fees put on is weighing heavily on the side of convict in criminal cases. I would point out I did get the Circuit Clerk's manual on fees. This is a compellation of all of the fees that the Circuit Clerk's office collects. Now if you want to add another page to that I think that we can do it. We have already done it once this year. We have already been to the well once with a fee for the nursery over at the L&J which is a good program. It's added another \$5 fee added to the mix. In addition we have another one that is waiting in the wings and that is the neutral ground children's custody visitation fee that's probably going to be proposed soon. The question is how many fees can be added? At what point do you say "Enough is enough"? I think that we have reached that point and I think this should be funded by tax dollars rather than on fees therefore I move that we send this back to the Justice Committee to consider another stream of revenue. Chairman Sorensen stated the following: technically that is a motion to refer this back to the Committee. Is there a second for that? Member Segobiano seconded the motion. Member Segobiano stated the following: I think the judge brings up some very valid points and I think I support the program I support us funding it and I asked the judge does he have any other alternative recommendations to providing funds to this program. Member Caisley stated the following: the current levy is .004 which is the maximum that can be levied for a special fund to support the Children's Advocacy Center and we are already levying at the maximum. The alternative as it seems to me would be to limit the offenses for which the fee would be levied to those which relate to the protection of children, offenses against children or to put this on the agenda to appropriate money from the General Fund next year to pay for the protection of our children. I think that is a legitimate government function. Member Renner stated the following: just to the first option, I am not sure that we have the authority as a non-home-rule community again it gets back to the simple point that no matter we are left with in terms of fiscals tools, they're not fair because we are a non-home-rule local government and we're to some degree, a large degree, at the mercy of what Springfield gives us in terms of fiscal tools. Even in the other option we could raise our own tax or we could take money out of our General Fund to try to fund it but of course there are inequities associated with property taxes as well so again we are not really left with a clear tool again I would speak in favor of funding this in the same way as we have funded our drug court. It is an imperfect mechanism. Member Segobiano asked the following: did I understand that we do not have option to limit this to offenses against children. Mr. Zeunik stated the following: this question as you recall came up in the Executive Committee meeting and obviously I would, not being an attorney, it seems like this is the classic question that was debated time and time again when Bill Lawrence was on the Board, it



goes back to the basic issue of Dillon's Rule. As a non-home-rule County we only have those powers that are granted to us by the State. State law is very clear that says the County Board may enact a fee of between \$5 and \$30 by ordinance and that fee shall be collected in the following cases. State Law listed the cases that the fee could be collected on. I am not sure that as a non-home-rule County again following on Dillon's Rule that we have the authority to pick and choose which cases we can levy a fee on. With the enabling legislation that was passed by the General Assembly and signed into law by the Governor it is pretty clear as to what cases the fee will be levied on upon conviction or order of supervision. Member Segobiano stated the following: so does that mean that it is all inclusive – it must be levied against all? Mr. Ruud stated the following: Mr. Yoder supports the \$15 fee. To answer your question, the law is very clear. If you are going to assess a mandatory fee it will apply to that complete list of criminal cases which unfortunately we don't have the list in front of us. I believe it is fairly extensive though. As a non-home-rule unit of local government subject to Dillon's Rule we cannot pick and choose which offenses this applies to. Member Caisley stated the following: I believe that we have received a grant of power from the General Assembly to levy fees on these particular categories of cases, felonies, misdemeanors, and petty offenses which include traffic offenses by the way. I think that we are not exceeding our power if we choose to use our power in a more limited fashion by choosing certain categories of cases within those particular types of cases. I think we could do that. Member Owens stated the following: I have a few a questions. I am assuming that down the road if we enact this that we can retract this at any time with a motion or is this pretty much set in stone – we can never retract it? Chairman Sorensen stated the following: I think that all fees we impose, we can take back – we can have do-overs on. Member Owens stated the following: On the comment of the motion to send it back to Justice and the time that I served on Justice and I think the Members on Justice now and the staff this has always been when it comes down to funding there is always one department that always has problems with funding and it's very difficult job to be in and the cases that they hear and the children they see. I just don't see why at this point how sending it back would do anything because Justice has banged our heads against the wall in years past trying to help fund and trying to find funds for this for this department to meet the needs. The legislature has given us the authority to do this. It is not at full fee and staff has come asking us for this help. I would say at this time that sending it back would not do any good. Maybe in the future the Justice Committee along with Finance and John Zeunik that maybe we can try a little bit harder again this year to look at this and see where if any funds can be located. And again, right now it's short term I'd say and this is something that we can retract so let's just go ahead put forth this fee and again the Judge is absolutely right, when's enough? I think right now that we need to do this and sending back to Justice I don't think would do any different than what has come forward already. Member Gordon stated the following: Can I ask of John Zeunik or Mr. Ruud to state what the exact language is of the authorization by the State Legislature? This has been referred to as a mandatory fee. I wonder if in keeping with what Member Caisley has suggested I wonder if we do have the wiggle room.

It seems to me that the State authorization might be interpreted as the most that a non-home-rule County might do because if that's the interpretation then Member Caisley's suggestion might have some merit. I am not saying it does or doesn't. The language of the statute passed in Springfield will have something to do with it. Mr. Zeunik stated the following: To answer your question, on the bottom of page 259, the underscored paragraph, is the specific enabling legislation. Mr. Ruud stated the following: If I can add, the word "and" is in there which suggests inclusive as opposed to exclusive. I think you have to include all of those together. I am not sure we do have the wiggle room. In other words, I don't think we can pick and choose which offenses we want the fee applied to. That's my interpretation. Member Harding stated the following: I have to totally agree with Member Owens. As long as I have been on the County Board I have been on the Justice Committee and from my first meeting of Billie and listening to their numbers and staffing and all these years seeing the growing numbers and no money – then always walking away saying there is nothing I can do to help this woman or this staff. Finally after all these years, something appears for us to be able to help them and in our meeting we were so happy to finally have something fall out the sky for us to help these people. We would have liked to have given them \$30 but we knew that would never pass so we went with the \$15 and it seems to me that if there is a possibility for a do-over this could be a band-aid and we could get to the point to make everybody happy and satisfied yet still support these people in their work. The bigger question for another time is why are we only collecting 60% of these fees? What's happening? Why are these people getting away with not paying the full ride here? That's another question for another time but I think if it goes back to Justice we have been so depressed about not being able to help them that this is going to come right back to you with the same recommendation. Member Cavallini stated the following: The alternative to the fees would be probably having an unlimited number of bake sales and having Member Renner sing another few choruses of Barney. I sat through this discussion and I know that the staff brought in a proposal for a \$10 fee and I think we surprised staff when we as a Committee raised it to \$15 trying to find a happy medium. I would concur with Member Caisley that this is certainly not an ideal solution here but it beats having bake sales. Member Rackauskas stated the following: I am actually the person who made the motion to go from \$10 to \$15 and the reason being it is not fair to this department that they must run the entire department except for the top two positions from year to year with unanticipated amounts of grant money. That is just not how you can run a department. If you run your own business or household and people said it just depends on if Aunt Jodi dies leaves and inheritance because that is pretty much what a grant does. You don't know from year to year – you can't do long-term planning; you can't even do short-term planning. Not only that, when people have to work so hard to get the funding, it is a great distraction to the work. We are understaffed in this department. These people are overworked, underpaid to begin with and now you tell them to go find money. I appreciate what you are saying, Judge, however that would take an enormous amount of time before we can get to that point. In the meantime, we have to look after this department. If we have to take money from

people who have committed crimes I would rather do that. It may give out a message that crime doesn't pay in this community. We are only putting a fee on those people who are found guilty. They took from our community when they were found guilty. It costs you and I and everyone else in this room who are taxpayers when they go through the court system. The fees that we collect don't even begin to cover what it costs us as taxpayers to run an entire justice system. So I don't feel guilty that we are making people that have committed crimes of whatever nature in our community to have to pay back and give back. I would rather have them give back in a positive manner and this is possible. Member Segobiano stated the following: I seconded this motion for discussion and we have gotten plenty of that. I am just simply going to offer a suggestion in regards to Member Owens' comments. I think as a Board we appreciate the work of all the committees and the effort put forth, however when it comes to the full Board, that is the time for full discussion and that is what we had here and it has been very beneficial. I am just going to suggest that we move on and pass the original motion that came from the Committee, however we have not received a very definitive answer as to whether we can or cannot so what we need to do is move on pass the fee that has been recommended but have the Justice Committee look into if there is a possibility that we can single out these crimes against children and I would be all in favor and the first to vote for a \$30 fee in regards to crimes against children. Chairman Sorensen stated the following: I am calling the question. A yes vote will send this back to the Justice Committee and a no vote is to revert to the primary motion. Clerk Milton shows all Members present voting not in favor of the Motion. Motion defeated. Chairman Sorensen stated the following: we are reverting to the primary motion which was a Renner/Bostic motion to approve the recommendation. Is there further discussion on that motion? Member Moss stated the following: I think I would just like to take a stab at addressing the issue that Member Harding brought up. I don't think we are talking about people getting a free ride. I think that you have to stop and think about the kinds of people that find themselves in a court of law. It's not people like us that can afford to pay all the fines and fees. It's the people who find themselves in court and are pretty much penniless and unable to pay not only the fees and all the extra dollars added on to the fines themselves. We have to keep that in mind. Member Caisley stated the following: I would say that the State's Attorney's office does a gallant job of trying to enforce the payment of fines and fees. You can issue rules to show cause till you are blue in the face but some people are never going to be able to pay. They simply cannot do it. It's getting blood out of a turnip – you can't do it. That's the way it is. These people simply lack the capacity to earn sufficient money to pay the fines and fees that are handed out. Clerk Milton shows all Members present voting in favor of the Motion except Member Caisley who voted no. Motion carried.

Member Renner, Chairman, presented the following:

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information

<u>Requesting Agency or Department:</u> McLean County Court Services	<u>This request is for:</u> <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant
<u>Grantor:</u> Illinois Department of Human Services - Redeploy Illinois Planning Grant	<u>Grant Type:</u> <input type="checkbox"/> Federal, CFDA #: <input checked="" type="checkbox"/> State <input type="checkbox"/> Other
<u>Anticipated Grant Amount:</u> \$ 10,000	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Pre-Funded  Expected Initial Receipt Date: 6/1/2008
<u>Anticipated Match Amount (if applicable):</u> \$0	<u>Source of Matching Funds (if applicable):</u>

Personnel and Information

<u>New personnel will be hired:</u> <input type="checkbox"/> Yes (complete chart below) <input checked="" type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<u>New Personnel Expense Chart</u>	Current FY	Current FY+1	Current FY+2
Number of Employees:	0		
Personnel Cost	\$	\$	\$
Fringe Benefit Cost	\$	\$	\$
Total Cost	\$	\$	\$

Additional Costs and Requirements (if applicable)

<u>Description of equipment to be purchased:</u>	<u>Description of subcontracting costs:</u> The data collection and research of the DOC rates for juveniles will be completed by an outside person.		
<u>Additional Costs Chart</u>	Current FY	Current FY+1	Current FY+2
Subcontractors	\$5000	\$	\$
Equipment	\$	\$	\$
Other	\$5000	\$	\$
Total Cost	\$10000	\$	\$

Other requirements or obligations: (increased workload, continuation of program after grant period, etc)  
Money will be used to travel to other sites to observe programs they developed to decrease the DOC rates for juveniles. Any over-time cost for staff to assist in the collection of data will be paid with these funds. All funds must be expended by August of 2008.

Responsible Personnel for Grant Reporting and Oversight:

Department Head Signature

Date

Grant Administrator Signature (if different)

Date

OVERSIGHT COMMITTEE APPROVAL

Chairman

Date

STATE OF ILLINOIS  
DEPARTMENT OF HUMAN SERVICES  
COMMUNITY SERVICES AGREEMENT  
FISCAL YEAR 2008

This Agreement is by and between the Illinois Department of Human Services, with its principal office at 535 West Jefferson, Springfield, IL 62702-5058, hereinafter referred to as the "Department" and, McLean County Board, hereinafter referred to as the "Provider" with its principal address at: , 104 West Front Street, P.O. Box 2400, Bloomington, IL, 61702-2400.

WHEREAS, it is the intent of the parties herein to implement services consistent with all Attachments hereto and pursuant to the duties and responsibilities imposed by the Department under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof, it is agreed as follows:

**1. TERM**

This Agreement shall be effective April 15, 2008, and shall expire June 30, 2008, unless extended pursuant to the terms hereof.

**2. TAXPAYER CERTIFICATION (Provider **MUST** complete)**

Under penalties of perjury, the Provider certifies that 376001569 is the Provider's correct Federal Taxpayer Identification Number/Social Security Number (circle one). The Provider is doing business as a (please check one).

<input type="checkbox"/> Individual	<input type="checkbox"/> Pharmacy-Non Corporate
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Nonresident Alien
<input type="checkbox"/> Partnership	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery
<input type="checkbox"/> Corporation (includes Not For Profit)	<input type="checkbox"/> Corporation
<input type="checkbox"/> Medical Corporation	<input type="checkbox"/> Tax Exempt
<input checked="" type="checkbox"/> Governmental Unit	
<input type="checkbox"/> Estate or Trust	

The Provider also certifies that it does and will comply with all provisions of the Federal Internal Revenue Code, the Illinois Revenue Act, and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

**3. PAYMENT**

A. The estimated amount payable by the Department to the Provider under this Agreement is \$10,000.00. The Provider agrees to accept DHS payment for services rendered as specified in the Attachments incorporated as part of this Agreement.

- B. Obligations of the State will cease immediately without penalty or further payment being required if, in any fiscal year; the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement. The Department shall notify the Provider of such funding failure.
- C. If the funds awarded are subject to the provisions of the Grant Funds Recovery Act, (30 ILCS 705), any funds remaining at the end of the Agreement period which are not expended or legally obligated by the Provider shall be returned to the Department within 45 days after the expiration of this Agreement. The provisions of 89 Ill Adm Code 511 shall apply to any funds awarded that are subject to the Grant Funds Recovery Act.
- D. If applicable, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990, (31 U.S.C. 6501 et seq.) and any other applicable federal laws or regulations.
- E. The Provider agrees to hold harmless the Department when the Department acts in good faith to redirect all or a portion of any Provider payment to a third party. The Department will be deemed to have acted in good faith if it is in possession of information that indicates the Provider authorized the Department to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.
- F. The Agreement amount is established on an estimated basis and may be increased at any time during the term. The Department may decrease the estimated amount of this Agreement at any time during the term if the Department believes the Provider will not utilize the funds during the term, or has utilized funds in a manner that was not authorized by this Agreement. The Provider will be notified, in writing, of any adjustment, and/or reason for the adjustment, of the estimated agreement amount.
- G. Grant funds disbursed under this Agreement and held 30 days by the Provider will be placed in an interest-bearing account. All interest earned shall be considered grant funds and are subject to the same restrictions. Any exceptions to this requirement must be approved, in writing, by the Department. The provisions of the Illinois Grant Funds Recovery Act shall apply.

#### 4. **SCOPE OF SERVICES**

The Provider will provide the services as described herein and in accordance with all conditions and terms set forth herein and all applicable administrative rules. All programmatic reporting required under this Agreement is described in the Attachment(s) and Program Manual(s).

#### 5. **REQUIRED CERTIFICATIONS**

The Provider shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to the Provider, its subcontractors, or subrecipients. The Department recognizes that not all certifications may apply to the Provider, its subcontractors or subrecipients. It is the Provider's responsibility to determine which certifications apply to the Provider.

- A. **Bribery** - The Provider certifies that the Provider has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- B. **Bid Rigging** - The Provider certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- C. **Educational Loan** - The Provider certifies that it is not barred from receiving State Agreements as a result of default on an educational loan (5 ILCS 385).
- D. **International Boycott** - The Provider certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979, (50 U.S.C. Appx. 2401 et seq.), or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).
- E. **Dues and Fees** - The Provider certifies that the Provider is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1, 25/2).
- F. **Drug Free Work Place** - The Provider certifies that neither it nor its employees shall engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this Agreement and that the Provider is in compliance with all the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/3 or 580/4).
- G. **Clean Air Act and Clean Water Act** - The Provider certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
- H. **Debarment** - The Provider certifies that the Provider is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (45 CFR Part 76).
- I. **Pro-Children Act** - The Provider certifies that it is in compliance with the Pro-Children Act of 1994 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18, which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment) (20 U.S.C. 6081 et seq.).

- J. **Debt To State** - The Provider certifies that it, or its affiliate, is not barred from being awarded a contract because the Provider, or its affiliate, is delinquent in the payment of any debt to the State, unless the Provider, or its affiliate, has entered into a deferred payment plan to pay off the debt, and the Provider acknowledges the Department may declare the contract void if the certification is false (30 ILCS 500/50-11).
- K. **Grant For The Construction Of Fixed Works** - All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Grant Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- L. **Health Insurance Portability and Accountability Act** - The Provider certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, the Social Security Act 42 U.S.C. 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information.
- M. **Sarbanes-Oxley Act** - The Provider certifies that neither the Provider nor any officer, director, partner or other managerial agent has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Ill Securities Law of 1953, or that at least 5 years have passed since the date of the conviction. Provider further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
- N. **Forced Labor Act** - Provider complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).
- O. **Environmental Protection Act violations** - The Provider certifies in accordance with 30 ILCS 500/50-12 that the bidder or Provider is not barred from being awarded a contract under this Section. The Provider acknowledges that the contracting agency may declare the contract void if this certification is false (PA 93-575, effective 1/1/04).
- P. **Goods From Child Labor Act** - The Provider certifies that no foreign-made equipment, materials, or supplies furnished to the State under this contract have been produced in whole or in part by the labor of any child under the age of 12 (PA94-0264).



- Q. **Abuse of Adults with Disabilities Intervention Act** - The Provider certifies that it is in compliance with the Abuse of Adults with Disabilities Intervention Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Office of Inspector General, Department of Human Services. All Providers have an obligation to report suspected fraud or irregularities committed by individuals or other entities to which they interact on the Department's behalf and should make a report to the appropriate program office (20 ILCS 2435).
- R. **Procurement Lobbying** - Provider warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits providers and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity (EO No. 1 (2007)).

6. **BACKGROUND CHECKS**

The Provider certifies that neither the Provider, nor any employees assigned to work on the Department's premises, have a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. The Provider will also supply the Department with a list of individuals assigned to work on the Department's premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent the Provider from giving a list within that time. If the Provider cannot provide a list, or the name of an individual at least ten (10) working days prior to their employment, it shall do so as soon as possible. The Department may conduct criminal background checks on the Provider and/or its employees assigned to work on the Department's premises. The Provider agrees to hold harmless and indemnify the Department and its employees for any liability accruing from said background checks

7. **UNLAWFUL DISCRIMINATION**

The Provider, its employees and subcontractors under subcontract, made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- A. The Illinois Human Rights Act (775 ILCS 5)
- B. Public Works Employment Discrimination Act (775 ILCS 10)
- C. The United States Civil Rights Act of 1964 (as amended), (42 U.S.C. 2000a-2000h-6). (See also guidelines to Federal Financial Assistance Recipients regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)])

- D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
- E. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)
- F. Executive Orders 11246 and 11375 (Equal Employment Opportunity) and Executive Order 13160 (2000) (Improving Access to Services for Persons with Limited English Proficiency)
- G. Charitable Choice - In accordance with Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996

8. **LOBBYING**

The Provider certifies that no Federally appropriated funds have been paid or will be paid out by or on behalf of the Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal Agreement, grant, loan or cooperative agreement.

If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

If there are any indirect costs associated with this Agreement, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.

The Provider must include the language of this certification in the award documents for any subawards made pursuant to this award. All subrecipients are also subject to certification and disclosure.

This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

9. **CONFIDENTIALITY**

The Provider shall comply with applicable State and Federal statutes, Federal regulations and Department administrative rules regarding confidential records or other information obtained by the Provider concerning persons served under this Agreement. The records and information shall be protected by the Provider from unauthorized disclosure.

10. **LIABILITY**

The Department assumes no liability for actions of the Provider under this Agreement, including, but not limited to, the negligent acts and omissions of Provider's agents, employees and subcontractors in their performance of the Provider's duties as described under this Agreement. The Provider agrees to hold harmless the Department against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence or breach of contract of the Provider, with the exception of acts performed in conformance with an explicit, written directive of the Department.

11. **MAINTENANCE AND ACCESSIBILITY OF RECORDS**

- A. The Provider shall maintain, for a minimum of 6 years from the later of the date of final payment under this Agreement or the expiration of this Agreement, adequate books, records and supporting documents to comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law No. 104-191 42 CFR 164.528.
- B. The Provider agrees to make books, records and supporting documentation relevant to this Agreement available to authorized Department representatives, auditors, (including The Illinois Auditor General) Federal authorities and any other person as may be authorized by the Department or by the State of Illinois or Federal statute. The Provider will cooperate fully in any such audit.
- C. Failure to maintain books, records and supporting documentation shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12. **RIGHT OF AUDIT AND MONITORING**

The Department shall monitor the Provider's conduct under this Agreement which may include, but shall not be limited to, reviewing records of program performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with affirmative action requirements of this Agreement.

The Department may request, and Provider will supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract is in existence or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Provider's contractual agreements, identity of employees, shareholders and directors of Provider and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Provider.

This does not give the Department the right to review a license that is not directly related to the program being audited nor does it allow the Department to unilaterally revoke a license without complying with all due process rights the Provider is entitled to under Federal, State, local law or applicable rules promulgated by the Department.

13. **REPORTING REQUIREMENTS**

Providers agree to submit programmatic reports as requested and in the format required by the Department. Failure to submit reports may cause a delay in funding.

14. **AUDIT REQUIREMENTS**

The Provider will annually submit an independent audit report and/or supplemental revenue and expense data to the Department in accordance with 89 Ill Adm Code, 507 (Audit Requirements of the Department of Human Services) to enable the Department to perform fiscal monitoring and to account for the usage of funds paid to the Provider under this Agreement. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm registered in the State of Illinois. For audits required to be performed subject to Government Auditing Standards, the Provider shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

If the Provider is subject to the audit requirements, the Department will send to the Provider, by registered or certified letter, detailed instructions related to independent audit requirements, including provisions for requesting waivers, modifications and filing extensions, by May 31, 2008.

15. **INDEPENDENT CONTRACTOR**

The Provider is an independent contractor under this Agreement and neither the Provider nor any employee or agent of the Provider is an employee of DHS and does not acquire any employment rights with the DHS or the State of Illinois by virtue of this Agreement. The Provider will provide the agreed services and achieve the specified results free from the direction or control of the DHS as to the means and methods of performance. The Provider will be required to provide its own equipment and supplies necessary to conduct its business; provided that in the event for its convenience or otherwise the DHS makes any such equipment and/or supplies available to the Provider, the Provider's use of such equipment or supplies provided by the DHS pursuant to this Agreement shall be strictly limited to official DHS or State of Illinois business and not for any other purpose, including any personal benefit or gain.

16. **SANCTIONS**

The Department may impose sanctions on Providers who fail to comply with conditions stipulated herein. Sanctions include, but are not limited to, payment suspension, loss of payment, enrollment limitations and certification and licensure action (including, but not limited to, conditional, probationary and termination status), or other actions up to and including contract termination.

17. **TERMINATION OF THE AGREEMENT**

Either party may terminate this Agreement at any time, for any reason, upon not less than thirty (30) days written notice to the other party. The Department may terminate this Agreement immediately in the event the Provider substantially or materially breaches the Agreement. The Provider shall be paid for work satisfactorily completed prior to the date of termination.

18. **POST-TERMINATION/NON-RENEWAL**

Upon notice by the Department to the Provider of the termination of this Agreement or notice that the Department will not renew, extend or exercise any options to extend the term of this contract, or that the Department will not be contracting with Provider beyond the term of this Agreement, the Provider shall, upon demand:

- A. Cooperate with the Department in assuring the transition of recipients of services hereunder for whom Provider will no longer be providing the same or similar services or who chose to receive services through another provider.
- B. Provide copies of all records related to recipient services funded by the Department under this Agreement.
- C. Grant reasonable access to the Department to any and all program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate Provider preference.
- D. Provide detailed accounting of all service recipients' funds held in trust by the Provider, as well as the identity of any recipients for whom the Provider is acting as a representative payee of last resort.

The promises and covenants of this paragraph, specifically, shall survive the term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

19. **SUBCONTRACTS**

The Provider may not subcontract any portion of this Agreement nor delegate any duties hereunder without prior written Departmental approval. In emergencies, the Provider will request approval in writing within 7 days of the use of a subcontractor to fulfill any obligations of this Agreement. Approved subcontractors shall adhere to all other provisions of this Agreement.

20. **INTERNET ACCESS**

The Provider must have Internet access. Internet access may be either dial-up or high speed/DSL. The Provider must maintain, at a minimum, one business email address that will be the primary receiving point for all email correspondence for the Department. The Provider may list additional addresses at contract execution. The additional addresses may be for a specific department/division of the Provider or for specific employees of the Provider. During any period that the Department directly funds the Provider's Internet service, the Provider must use the Department-assigned email address as their primary email address. The Provider may list additional email points of contact in the same manner as listed above. The Provider must notify the Department of any email changes within five (5) business days from the effective day of the change.

21. **NOTICE OF CHANGE**

The Provider shall give 30 days prior written notice to the Department (contact person[s] listed on Attachment[s]), if there is a change in the Provider's legal status, federal employer identification number (FEIN) or address. The Department reserves the right to take any and all appropriate action.

The Provider agrees to hold harmless the Department for any acts or omissions by the Department resulting from the Provider's failure to notify the Department of these changes.

In the event the Provider, its parent or related corporate entity, becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the Provider's ability to perform under this Agreement, the Provider will immediately notify the Department in writing.

22. **ASSIGNMENT**

The Provider understands and agrees that this Agreement may not be sold, assigned, or transferred in any manner, to include an assignment of Provider's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer without the prior written approval of the Department shall render this Agreement null, void, and of no further effect.

23. **MERGERS/ACQUISITIONS**

The Provider acknowledges that this agreement is made by and between the Department and the Provider, as the Provider is currently organized and constituted. No promise or undertaking made hereunder is an assurance that the Department agrees to continue this Agreement, nor any licensure related thereto, should the Provider reorganize or otherwise substantially change the character of its corporate, or other business structure. The Provider agrees that it will give the Department prior notice of any such action and provide any and all reasonable documentation necessary for the Department to review the proposed transaction to include corporate and shareholder minutes of any corporation which may be involved as well as financial records. Failure to comply with this paragraph shall constitute a material breach of this Agreement.

24. **CONFLICT OF INTEREST**

The Provider agrees that payments made by the Department, under this Agreement, will not be used to compensate, directly or indirectly, any person: 1) Currently holding an elective office in this State including, but not limited to a seat in the General Assembly, or, 2) Employed by an office or agency of State government of Illinois with compensation annually in excess of \$90,000.00. The Provider may request written approval from the Department for an exemption to this provision.

**25. TRANSFER OF EQUIPMENT**

The Department shall have the right to require transfer (including title) to the Department of any equipment purchased in whole with Department funds to adhere to the requirements under this Agreement. Equipment means any product (tangible and non-tangible) used in the administration and/or operation of the program having a useful life of two years or more and an acquisition cost of at least \$500. The Department will notify the Provider in writing upon termination or any notice required by paragraph 17 thereof of this Agreement or any subsequent Agreement for these services, if it will require the transfer of such equipment.

**26. WORK PRODUCT**

Except as otherwise required by law, any work product, such as written reports, memoranda, documents, recordings, drawings, data, software or other deliverables, developed in the course of or funded under this Agreement, shall be considered a work made for hire and shall remain the exclusive property of the Department. There shall be no dissemination or publication of any such work product without the prior written consent of the Department. The Provider acknowledges that the Department is under no obligation to give such consent and that the Department may, if consent is given, give consent subject to such additional terms and conditions as the Department may require.

Upon written consent of the Department, the Provider may retain copies of its work product for its own use provided that all laws, rules and regulations pertaining to confidentiality are observed.

The Provider may not copyright the material without the prior written consent of the Department. The Provider acknowledges that the Department is under no obligation to give such consent and that the Department may, if consent is given, give consent subject to such additional terms and conditions as the Department may require.

**27. RELEASES**

In the event that Department funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, the Provider agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "funding provided in whole or in part by the Illinois Department of Human Services". Exceptions to this requirement must be requested, in writing, to the Department and will be considered authorized only upon written notice to the Provider.

28. **PRIOR NOTIFICATION**

The Provider agrees to notify the Department prior to issuing public announcements or press releases concerning work done pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with the Department in joint or coordinated releases of information.

29. **INSURANCE**

The Provider shall purchase and maintain in full force and effect during the term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real and/or personal property purchased or otherwise acquired, in whole or in part, with funds disbursed pursuant to this Agreement. If a claim is submitted for real and/or personal property purchased in whole with funds from this Agreement, such money shall be surrendered to the Department. If the Provider's cost of property and casualty insurance increases by 25% or more, or if new state regulations impose additional costs to the Provider during the term of this Agreement, then the Provider may request the Department to review this Agreement and adjust the compensation or reimbursement provisions thereof in accordance with any Agreement reached, all of which shall be at the sole discretion of the Department and subject to the limitations of the Department's appropriated funds.

30. **LAWSUITS**

Indemnification will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.), as interpreted by the Illinois Attorney General. The Department makes no representation that Provider, an independent contractor, will qualify or be eligible for indemnification under said Act.

31. **GIFTS AND INCENTIVES PROVISION**

The Provider is prohibited from giving gifts to Department employees (5 ILCS 425/1 et seq.). The Provider will provide the Department with advance notice of the Provider's providing gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist the Provider in carrying out its responsibilities under this Agreement.

32. **RENEWAL**

This Agreement may be renewed unilaterally by the Department for additional periods. The Provider acknowledges that this Agreement does not create any expectation of renewal.

33. **AMENDMENTS**

This Agreement may be modified or amended at any time during its term by mutual consent of the parties, expressed in writing, and signed by the parties.

34. **SEVERABILITY**

If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

35. **WAIVER**

No failure of the Department to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time nor constitute a "course of business" upon which Provider may rely, for the purpose of denial of such a right or remedy to the Department.



36. **LAWS OF ILLINOIS**

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and all subsequent amendments.

37. **STATUTORY/REGULATORY COMPLIANCE**

This Agreement and the Provider's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, federal regulations, state administrative rules, including 89 Ill Adm Code 509 and any and all licensure and/or professional certification provisions.

38. **ATTACHMENTS AND PROGRAM MANUALS**

The following Attachment(s), any document(s) and Program Manuals referenced in the Attachment(s) are hereby incorporated into this Agreement and can be found on the following Department website:  
<http://www.dhs.state.il.us/page.aspx?item=27393>

<u>Name of Program or Service Area</u>	<u>Attachment #</u>	<u>Dollar Amount</u>
Division of Community Health and Prevention	E	\$10,000.00

Total Dollar Amount: \$10,000.00

39. **PRECEDENCE**

In the event there is a conflict between this Agreement and any of the Attachments or documents referenced in the Attachments, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the statute(s) or rule(s) shall control.

40. **ENTIRE AGREEMENT**

The Provider and the Department understand and agree that this Agreement constitutes the entire Agreement between them and that no promises, terms, or conditions not recited herein or incorporated herein or referenced herein, including prior Agreements or oral discussions, shall be binding upon either the Provider or the Department.

41. **FUNDING RESERVE**

Reductions in Amounts Payable: Notwithstanding anything to the contrary contained herein or in any attachment or exhibit made a part hereof, the amount payable, or estimated amount payable, to vendor/provider under this agreement is subject to a reduction not to exceed two percent (2%) as necessary or advisable, based upon actual or projected budgetary considerations, at the sole discretion of the Department of Human Services, or as may be directed by the Office of the Governor.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

State of Illinois  
Department of Human Services

By:  
Carol L. Adams, Ph.D., Secretary

Date:

McLean County Board

Provider (Agency Name)

BY:  
(Provider or Authorized Designee Signature)

Name:  
Type or Print

Title:

Date:

Email Address:

This Agency is (Check One):

☐ Not For Profit

☐ For Profit

Illinois Department of Human Services  
Division of Community Health and Prevention

Agency Name: McLean County Board  
FEIN: 376001569  
Agreement No. 11G8699000  
Attachment E

**FY2008**  
**ATTACHMENT COVER SHEET**

**CONTACT FOR NOTIFICATION**

All notices required or desired to be sent by either party shall be sent to the persons listed below.

**IDHS CONTACT**

Dan Blair  
Fiscal Manager  
535 W. Jefferson, 3rd Floor  
Springfield, IL 62702-5058  
Phone: (217) 524-7758  
TTY #:  
Fax #: (217) 524-2491  
Email Address: Dan.Blair@illinois.gov

**PROVIDER CONTACT**

Roxanne K. Castleman  
Director  
104 West Front Street P.O. Box 2400  
Bloomington, IL 61702-2400  
Phone: (309) 888-5235  
TTY #:  
Fax #: (309) 888-5765  
Email Address: roxanne.castleman@mcleancountyl.gov

Advance payments may be allowed under the programs listed below:

<u>Program</u>	<u>CARS Service Code</u>	<u>Method of Payment</u>	<u>Subject to Grant Fund Recovery Act</u>	<u>Method of Reconciliation*</u>	<u>Service Projections</u>	<u>Unit of Service</u>	<u>Estimated Funding</u>
SPECIAL PROJECT	811G8699000	Grants	YES	Expenses	N/A	N/A	\$10,000.00
<b>Attachment Total</b>							<b><u>\$10,000.00</u></b>

NA - Not Applicable

\*Expenses - Program is subject to reconciliation based on Rule 511.10a.

\*Deliverables - Program is subject to reconciliation based on Rule 511.10b.

FY2008  
ATTACHMENT COVER SHEET - ADDENDUM

Program	Performance Measures
SPECIALPROJ	See your program manual for performance measures

Members Renner/Gordon moved the County Board approve a Request for Approval of State of Illinois Department of Human Services Community Services Agreement for Fiscal Year 2008 – Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the General Report is located on pages 278-288.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I have one item for information. At the Executive Committee meeting last Tuesday, the Administrator's office was asked to develop a form that Board Members could use to recognize students like the Lexington Junior High 8th Grade Class – really anyone in the community who has accomplished or achieved something that this Board would like to recognize. In your mailbox this morning you will find a draft of that. That is just a first draft. We would welcome comments or suggestions from Board Members as to how you might want to change that or what else you might like to have on it. We hope to get this finalized and have it available for all of the Board Members by next month's Executive Committee meeting.

The McLean County Auditor presented the following and recommends it for payment:

**MCLEAN COUNTY BOARD COMPOSITE**

March 31, 2008

**2008 Budget Expenditures**

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive	\$49.32	\$344,975.98	\$345,025.30
Finance		\$679,613.52	\$679,613.52
Human Services		\$372,713.06	\$372,713.06
Justice	\$31,679.19	\$1,883,319.39	\$1,914,998.58
Land Use		\$26,970.92	\$26,970.92
Property		\$453,608.57	\$453,608.57
Transportation		\$570,164.18	\$570,164.18
Health Board		\$544,818.57	\$544,818.57
Disability Board		\$50,019.50	\$50,019.50
T. B. Board		\$20,909.22	\$20,909.22
Total	\$31,728.51	\$4,947,112.91	\$4,978,841.42




Matthew Sorensen, Chairman  
McLean County Board

Members Bostic/Gordon the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sorensen to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

The meeting was adjourned until May 20, 2008 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 10:00 a.m.

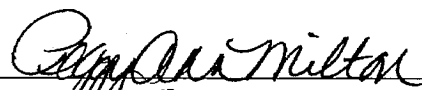
\_\_\_\_\_  
Matt Sorensen  
County Board Chairman

  
\_\_\_\_\_  
PeggyAnn Milton  
County Board Clerk

STATE OF ILLINOIS       )  
                                  ) ss.  
COUNTY OF McLEAN     )

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 15th day of April, 2008, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 5th day of May, 2008.

  
\_\_\_\_\_  
PeggyAnn Milton  
McLean County Clerk